

SIXTH REPORT  
FOR THE  
BOARD OF RAILWAY COMMISSIONERS  
FOR CANADA

FOR THE YEAR ENDING MARCH 31

1911

*PRINTED BY ORDER OF PARLIAMENT*



OTTAWA

PRINTED BY C. H. PARMALEE, PRINTER TO THE KING'S MOST  
EXCELLENT MAJESTY.

1912

[No. 20c—1912.]







**THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.**

Hon. J. P. MABEE, Chief Commissioner.

D'ARCY SCOTT, Assistant Chief Commissioner.

Hon. M. E. BERNIER, Deputy Chief Commissioner.

JAS. MILLS, Commissioner.

S. J. McLEAN, Commissioner.

A. D. CARTWRIGHT;  
*Secretary.*







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# REPORT

## OF THE

### BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

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*To His Excellency the Governor in Council:*

Pursuant to the provisions of Section 62 of the Railway Act, the Board of Railway Commissioners for Canada has the honour to submit its Sixth Report, being for the year ending 31st March, 1911.

Since the submission of the Board's last Report, the Railway Act has been amended in certain important particulars under and by virtue of Chapter 50, 9-10 Edward VII, entitled an Act to amend the Railway Act, assented to the 4th May, 1910, and also by Chapter 57, 9-10 Edward VII, entitled an Act to control the rates and facilities of Ocean Cable Companies, and to amend the Railway Act with respect to telegraphs and telephones, and the jurisdiction of the Board of Railway Commissioners, assented to the 4th May, 1910. The following are the amendments above referred to.

#### 9-10 EDWARD VII.

##### CHAP. 50.

An Act to amend the Railway Act.

*(Assented to 4th May, 1910.)*

HIS MAJESTY, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Subsection 3 of section 56 of The Railway Act, chapter 37 of the Revised Statutes, 1906, is repealed and the following subsections are substituted therefor:—

“3. An appeal shall also lie from the Board to such Court upon any question which in the opinion of the Board is a question of law, upon leave therefor having been first obtained from the Board within one month after the making of the order or decision sought to be appealed from, or within such further time as the Board under special circumstances shall allow, and after notice to the opposite party stating the grounds of appeal; and the granting of such leave shall be in the discretion of the Board.

“3a. No appeal, after leave therefor has been obtained under subsection 2 or 3 of this section, shall lie unless it is entered in the said Court within thirty days from the making of the order granting leave to appeal.”

2. The said Act is amended by inserting the following section immediately after section 59:—



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"59a. Whenever this Act requires or directs that before the doing of any work by the company the approval of the Board must be first obtained, and whenever any such work has been done before the thirty-first day of December, one thousand nine hundred and nine, without such approval, the Board shall nevertheless have power to approve of the same and to impose any terms and conditions upon such company that may be thought proper in the premises."

3. Section 121 of the said Act is amended by adding thereto the following subsection:—

"2. The directors may also, from time to time, make by-laws or pass resolutions for the election or appointment of officers of the company, who need not be directors, as vice-president of the Company, and may by any such by-law or resolution specify the manner of such election or appointment and define the powers, duties, qualifications and term of office of such vice-presidents, each of whom shall have and may exercise, subject to the limitations set forth in any such by-law or resolution, all the powers of a vice-president elected by the directors pursuant to the provisions of section 116 of this Act."

4. Section 246 of the said Act is amended by adding thereto the following subsection:—

"5. An order of the Board shall not be required in the cases in which telephone, telegraph or electric light wires are erected across the railway with the consent of the company in accordance with any general regulations, plans or specifications adopted or approved by the Board for such purposes."

5. Section 254 of the said Act is amended by adding at the end of subsection 3 thereof the word "lands."

6. Subsection 7 of section 261 of the said Act is amended by striking out the word "freight" in the third line thereof.

7. Section 276 of the said Act is amended by adding thereto the following subsection:—

"2. The Board, upon the application of any company or person, shall have power to order that this section shall not apply to any particular trains or classes of trains, or to trains running on any specified portions of the railway of the company: Provided that no such order shall be made with respect to trains engaged in shunting or switching, or in yard or terminal movements."

8. Subsection 4 of section 294 of the said Act is repealed and the following is substituted therefor:—

"4. When any horses, sheep, swine, or other cattle at large whether upon the highway or not, get upon the property of the company, and by reason thereof damage is caused to or by such animal, the party suffering such damage shall, except in the cases otherwise provided for by the next following section, be entitled to recover the amount of such damage against the company in any action in any court of competent jurisdiction, unless the company establishes that such animal got at large through the negligence or wilful act or omission of the owner or his agent, or of the custodian of such animal or his agent: Provided, however, that nothing herein shall be taken or construed as relieving any person from penalties imposed by section 407 of this Act.

9. Section 295 of the said Act is amended by striking out the first five lines thereof and substituting therefor the following:—

"295. No person who suffers damage proveable under subsection 4 of section 294 of this Act, or by reason of the company failing to comply with section 254 of this Act, shall have any right of action against such company for such damage if it was caused by reason of any person."

10. Subsection 1 of section 298 of The Railway Act, and section 9 of chapter 32 of the statutes of 1909, are repealed, and the following is enacted as section 298 of The Railway Act:—



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"298. Whenever damage is caused to any property by a fire started by any railway locomotive, the company making use of such locomotive, whether guilty of negligence or not; shall be liable for such damage, and may be sued for the recovery of the amount of such damage in any court of competent jurisdiction: Provided that if it be shown that the company has used modern and efficient appliances, and has not otherwise been guilty of any negligence, the total amount of compensation recoverable from the company under this section in respect of any one or more claims for damage from a fire or fires started by the same locomotive and upon the same occasion, shall not exceed five thousand dollars; provided also that if there is any insurance existing on the property destroyed or damaged the total amount of damages sustained by any claimant in respect of the destruction or damage of such property shall for the purposes of this subsection, be reduced by the amount accepted or recovered by or for the benefit of such claimant in respect of such insurance. No action shall lie against the company by reason of anything in any policy of insurance or by reason of payment of any moneys thereunder. The limitation of one year prescribed by section 306 of this Act shall run from the date of final judgment in any action brought by the assured to recover such insurance money, or, in the case of settlement, from the date of the receipt of such moneys by the assured, as the case may be."

2. This section shall not affect pending litigation.

11. Paragraph (c) of section 341 of The Railway Act is repealed and the following is substituted therefor:—

"(c) railways from giving free carriage or reduced rates to their own officers and employees, or their families, or to former employees of any railway, or for their goods and effects, or to members of the provincial legislatures or of the press, or to members of the Interstate Commerce Commission of the United States and the officers and staff of such commission, and for their baggage and equipment, or to such other persons as the Board may approve or permit; or"

12. Subsection 2 of section 427 of the said Act is amended by adding thereto the following: "and such damages shall not be subject to any special limitation, except as expressly provided for by this or any other Act."

13. Subsection 8 of section 4 of chapter 61 of the statutes of 1908 is repealed and the following is substituted therefor:—

"8. All contracts, agreements and arrangements between the company and any other company, or any province, municipality or corporation having authority to construct or operate a telephone or telegraph system or line, whether such authority is derived from the Parliament of Canada or otherwise, for the regulation and interchange of telephone or telegraph messages or service passing to and from their respective telephone or telegraph systems and lines, or for the division or apportionment of telephone or telegraph tolls, or generally in relation to the management working or operation of their respective telephone or telegraph systems or lines, or any of them, or any part thereof, or of any other systems or lines operated in connection with them or either of them, shall be subject to the approval of the Board, and shall be submitted to and approved by the Board before such contract, agreement, or arrangement shall have any force or effect."

14. Section 238a of The Railway Act, as enacted by section 6 of chapter 32 of the statutes of 1909, is amended by striking out the words "passing of this Act," in the second line thereof, and substituting therefor the words "nineteenth day of May, one thousand nine hundred and nine."

15. Subsection 4 of section 275 of The Railway Act, as enacted by section 13 of chapter 32 of the statutes of 1909, is amended by adding after the word "hundred" in the fourth line thereof the words "and five."



## CHAP. 57.

## 9-10 EDWARD VII.

An Act to control the rates and facilities of Ocean Cable Companies, and to amend the Railway Act with respect to Telegraphs and Telephones and the jurisdiction of the Board of Railway Commissioners.

*(Assented to 4th May, 1910.)*

HIS MAJESTY, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Paragraph (d) of section 1 of chapter 61 of the statutes of 1908 is repealed and the following is substituted therefor:—

“(d) ‘telegraph’ includes wireless telegraph and marine electric telegraph or cable.”

2. Paragraph (c) of the said section is amended by adding at the end thereof the words “or by any marine electric telegraph or cable system whereby messages are transmitted from, to or through Canada.

3. Subsection 8 of section 4 of said Act is amended by inserting the words “or telegraph” after the word “telephone” wherever it occurs in the said section.

4. Paragraph (d) of subsection 2 of section 5 of the said Act is amended by adding at the end thereof the words “and shall include messages transmitted from Canada to any other country by means of any marine electric telegraph or cable line; or, to Canada from any other country by the like or similar means; or, through, or into, or from any part of Canada by means of any marine electric telegraph or cable lines acting in conjunction with land lines or by land lines acting in conjunction with marine electric telegraph or cable lines, by means of a through route or otherwise.”

5. Every company to which this Act applies shall have four months after the Act comes into force within which to file and obtain approval of its tariffs and tolls; but the Board may, upon application and upon good and sufficient ground being shown, extend such time to a period not exceeding one year, including the said four months.

6. This Act shall come into force upon similar provision being made by the proper authority in the United Kingdom, and upon proclamation of the Governor in Council.

## PUBLIC SITTINGS.

The following public sittings were held between April 1st, 1910, and March 31st, 1911.

Province of Ontario—

*Ottawa*:—April 5th, 6th, 7th and 19th. May 3rd, 17th. June 7th, 8th, 21st, 22nd, 26th. July 5th, 6th, 26th. August 16th. September 2nd, 13th, 14th. October 4th, 18th. November 3rd, 10th, 15th. December 6th, 7th, 20th. January (1911): 3rd, 4th, 17th. February (1911): 7th, 8th, 21st, 22nd. March 7th, 13th, 21st, 28th.

*Toronto*:—May 19th, 20th, 21st. June 27th, 28th, 29th, 30th. October 13th, 14th and 15th. December 12th, 13th, 14th, 15th and 16th. February (1911): 24th, 25th, 27th, 28th. March (1911): 1st, 2nd.

*Port Hope*:—April 21st.

*Port Arthur*:—August 27th. October 10th.

*Hamilton*:—October 12th.

*Belleville*:—November 29th.

*Cobourg*:—March 24th, 1911.



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## Province of Quebec—

*Montreal*:—April 28th, 29th. June 25th. December 1st, 2nd and 3rd. January (1911): 23rd, 24th, 25th, 26th, 27th.

*Three Rivers*:—June 23rd.

*Quebec*:—June 24th.

## Province of Manitoba—

*Winnipeg*:—April 12th. September 22nd, 23rd.

*Brandon*:—September 26th.

## Province of Saskatchewan—

*Regina*:—September 21st.

## Province of Alberta—

*Lethbridge*:—September 15th.

*Calgary*:—September 16th.

*Edmonton*:—September 19th.

## Province of British Columbia—

*Victoria*:—September 1st.

*Vancouver*:—September 5th and 6th.

*Nelson*:—September 12th.

The total number of public sittings was 88 at which 565 applications were heard, a list of which, together with the disposition of the same, will be found under Appendix "B." It is not possible, within reasonable limits, to cover in this report the work of the year; but, for general information and reference, a few of the more important matters are referred to.

## RAILWAY GRADE-CROSSING FUND.

In accordance with the provisions of Section 7, of 8-9 Edward V., Chapter 32, entitled an Act to Amend the Railway Act, provision was made that the sum of \$200,000 each year, for five consecutive years from the 1st day of April, 1909, was appropriated and set apart from the Consolidated Revenue Fund for the purpose of aiding in the providing by actual construction work of protection, safety, and convenience for the public in respect of highway crossings of the railway at rail level, in existence on the said first day of April, the said sums to be placed to credit of a special account to be known as "The Railway Grade Crossing Fund," to be applied by the Board subject to certain limitations set out in the amending Act, solely towards the cost (not including that of maintenance and operation) of actual construction work for the purpose specified.

In dealing with such crossings, the Board issued, between the 1st of April, 1909, and the 31st March, 1911, ninety-six Orders, providing protection as follows:—

By Electric Bells.. . . . .	71
" Gates.. . . . .	23
" Subways.. . . . .	19
" Overhead Bridges.. . . . .	8
" Diversion of Highways.. . . . .	7
" Closing of Streets.. . . . .	1
	<hr/>
Total number of crossings protected:.. . . . .	129



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## APPLICATION OF THE CANADIAN LUMBERMEN'S ASSOCIATION.

Application was made to the Board by the Canadian Lumbermen's Association on the 29th December, 1908, acting on behalf of the Limit holders, Lumber Manufacturers, and Shippers of Canada, for an Order under Sections 315 and 323 of the Railway Act, disallowing the lumber tariffs of the Canadian Pacific Railway, the Grand Trunk Railway System, and the Canadian Northern Quebec and the Canadian Northern Ontario Railways, and requiring the Companies to reinstate rates in effect during the Summer season of 1907, and in doing so to remove any existing errors or inconsistencies in tariffs existing prior to May 1st, 1908, also discriminations, not by increasing the rates between points where two or more rates existed for the same mileage, but by reducing the higher rate or rates to the lowest. Further, it was requested that, in the restoration of these rates and lining up of the tariffs, any rate effective to a destination in Canada, short of a destination in United States Territory, be not higher than the rate governing to such United States destination. Also that refunds of the overcharges, with interest from dates of shipment, be made by the Railway Companies on all lumber, &c., charges on which have been assessed under the tariffs effective May 1st, 1908, or subsequent thereto.

The application came before the Board for consideration at a meeting held in Ottawa on the 6th of April, 1909, when it stood adjourned to May 18th, 1909. After some discussion, a further hearing was fixed for the 21st Sept., 1909; and at the conclusion of the hearing, a Judgment was delivered by the Chief Commissioner and the matter referred to the Chief Traffic Officer of the Board, to report whether a "tariff could be built up that would be fair between customers and free from the blemishes that the Companies had endeavored to get rid of, and at the same time preserve the revenues to the carriers without unreasonably increasing their earnings;" with the qualification that "if there should arise the alternative as between cutting to any extent at all into the revenues of the Companies, or, on the other hand, increasing that revenue, as between the two Companies, up to \$4,000 or \$5,000, the Board would sanction the increase rather than permit the cut,—the Case being based, not upon the old tolls being excessive, but entirely upon their being unfair, apart from some few features which in the first instance gave rise to the difficulty."

The Chief Traffic Officer having reported to the Board, the following memorandum of the Chief Commissioner bearing date the 20th January, 1910, was sent to the parties interested:

*THE CANADIAN LUMBERMEN'S ASSOCIATION*

vs.

*THE CANADIAN PACIFIC RAILWAY COMPANY, THE GRAND TRUNK RAILWAY COMPANY, THE CANADIAN NORTHERN QUEBEC RAILWAY COMPANY, AND THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY.*

At the conclusion of the hearing of this matter, on the 21st of September, 1909, the case was referred to the Chief Traffic Officer of the Board for the purpose of considering whether, in his opinion, a lumber tariff could be built up that would not unreasonably increase the receipts of the railway companies upon their lumber traffic; that would be fair between the railway companies and the shippers; and that would be free from the inconsistencies and blemishes that it was said appeared in the lumber tariffs, and in the revision of which the representatives of the railway companies stated the traffic officers had endeavored to eliminate.

Since the date of the hearing, Mr. Hardwell has spent a great deal of time in investigating the whole situation, and has intimated to the Board that, in his opinion,



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such a tariff, as above indicated, can probably be framed; and he has tentatively formulated the basis for such a lumber tariff.

There necessarily are a large number of features connected with the situation that can be dealt with in informal discussion between the traffic officers of the railway companies, the traffic representative of the complainant Association, and Mr. Hardwell; and, with the view of working out the propositions that Mr. Hardwell has to make, the Board directs that an informal meeting take place between the foregoing at Mr. Hardwell's office at a date to be arranged with him within the next month.

The export rate feature of the inquiry was not disposed of; and the railway companies were given permission, at the close of the hearing, to adduce additional evidence of facts regarding the position they took with reference to the withdrawal of the export rates; and immediately after the interview above indicated has taken place, the Board will hear anything further that the railway companies or the complainants may desire to submit covering the feature of this case regarding the export rate.

January 20th, 1910.

In conformity with the above memorandum, an informal meeting was held by the Chief Traffic Officer; but it was not productive of any helpful suggestions, the Lumbermen's Association desiring the old tariff and the Railway representatives being unwilling to accept the Chief Traffic Officer's proposed scales; so the matter was again taken up at sittings of the Board held by the Assistant Chief Commissioner and Commissioner Mills, on the 19th April, 1910; and on the 9th of May, judgment was delivered by the Assistant Chief Commissioner and concurred in by Commissioner Mills,—

For said judgment, refer to Appendix "C."

Subsequently, the following Order was issued under date of the 19th April, 1910.

Order No. 10528.

UPON consideration of the proceedings previously taken in this matter, the evidence submitted at the hearing, and the argument of Counsel for the Applicants and the Railway Companies.

IT IS ORDERED that the application be, and it is hereby dismissed, in so far as it affects the rates in the said tariffs on lumber for domestic use.

AND IT IS FURTHER ORDERED that the Canadian Pacific Railway Company, the Grand Trunk Railway Company, and the Canadian Northern Quebec Railway Company publish and file tariffs to be made effective not later than the fifteenth day of June, A.D. 1910, showing rates on lumber to Montreal for export, which in general shall be lower than the rates on lumber to Montreal, which appear in the above mentioned tariffs.

(Sgd.) D'ARCY SCOTT,

*Assistant Chief Comm'r.,  
Board of Railway Commissioners for Canada.*

A further complaint was received by the Board from the Canadian Lumbermen's Association in regard to the export rates on lumber and other forest products to Montreal. The matter came before the Board for consideration at a hearing held in Ottawa on the 20th September, 1909, before the Assistant Chief Commissioner and Commissioner Mills, when judgment was delivered by the Assistant Chief Commissioner and concurred in by Commissioner Mills.—For said judgment, refer to Appendix "C."



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Pursuant to the said Judgment, the following Order was issued dated the 20th September, 1910.

Order No. 12301.

UPON hearing the application in the presence of representatives of the Canadian Lumbermen's Association, the Grand Trunk Railway Company, and the Canadian Pacific Railway Company, and Counsel for the said Lumbermen's Association, the Canadian Northern Quebec Railway Company, the Grand Trunk Railway Company, and the Canadian Pacific Railway Company; the evidence offered; what was alleged; and the reading of what has been filed in support of the application and on behalf of the said Railway Companies—

IT IS ORDERED that the Canadian Pacific, the Grand Trunk, and the Canadian Northern Quebec Railway Companies publish and file tariffs, to be made effective not later than the first day of January, 1911, reducing the export rates to Montreal on lumber from points in the Province of Quebec, north and east of the City of Montreal, so that the same difference shall exist between the present domestic rates on lumber to Montreal and the said rates for export, as existed between the old domestic rates and the old rates for export.

(Sgd.) D'ARCY SCOTT,  
*Assistant Chief Commissioner,  
 Board of Railway Commissioners for Canada.*

#### *SLEEPING AND PARLOR CAR TARIFFS.*

The consideration of Sleeping and Parlor Car tariffs generally of the railway companies subject to the jurisdiction of the Board, came before it for consideration at a meeting held in Ottawa on the 18th of January, 1910, when judgment was reserved, pending the submission by the companies who were represented at the hearing of the Board, of a suggested uniform scale of Sleeping and Parlor Car Tolls.

A further consideration of the matter was had at sittings of the Board held in Toronto on the 19th of May, 1910, when, after hearing what was alleged by Counsel for the Grand Trunk Railway Company, the Board ordered that the Pullman Company be added as a party to the proceedings.

A further hearing was had in the matter at sittings of the Board held in Toronto on the 28th of June, 1910, when Judgment was reserved, pending the disposition of the question of Pullman Car tolls by the Interstate Commerce Commission of the United States.

In the case of Loftus vs. the Pullman Company, the Interstate Commerce Commission having granted a rehearing of the case, and it appearing to the Board that new facts might be developed upon the further inquiry, the Board decided that the present application should stand until the conclusion of the case before the Interstate Commerce Commission. After the disposal of the case of Loftus vs. the Pullman Company in February, 1911, the Board approved the following basis of tolls for accommodation in the sleeping and parlor cars of railway companies subject to its jurisdiction, viz.: East of and including Calgary, Macleod, and Wolf Creek, (G.T.P.) Alta.—Lower berths, 6 mills per mile.

Upper berths, 80 per cent of lower berth toll.

Seat in parlor and sleeping cars, one-half cent per mile.

West of and including Calgary, Macleod, and Wolf Creek, Alta.—

Lower berths, 8 mills per mile.

Upper berths, 80 per cent of lower berth toll.

Seat in parlor or sleeping cars, two-thirds of cent per mile.



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## Minimum tolls—

Lower berth, \$1.50; upper berth, \$1.25.

Parlor or sleeping car seat, 25 cents.

PROVIDED, that the approval of the said tolls west of Calgary, Macleod, and Wolf Creek, inclusive, shall not in any way prejudice the rights of those cited in the application of the Vancouver Board of Trade charging that railway rates generally in the west are discriminatory against Vancouver.

NOTE—The figures given above represent the maximum tolls. At the hearing the companies undertook not to increase the actual tolls then being charged between the more important points, and to make no material increases anywhere east of Calgary, Macleod, and Edmonton.

### APPLICATION OF THE VANCOUVER BOARD OF TRADE EASTBOUND VERSUS WESTBOUND RATES.

This was an application of the Vancouver Board of Trade relating broadly to Transcontinental rates; and, so far as freight traffic is concerned, it was not confined to the rates on interior British Columbia traffic west of the Rocky Mountains, but asked that the Eastbound rates from the Pacific Coast should meet the Westbound rates from the Eastern Seaboard at a point midway between the two coasts. This carried the application east of the Mountains, and practically made it a revival of the Vancouver Eastbound vs. the Vancouver Westbound Case, dealt with by the Board in 1907, except that the Westbound base point is moved from Winnipeg to Fort William, where the competition with the water rate ceases.

On the 18th of May, 1910, a memorandum of the Chief Commissioner was forwarded to the Secretary of the Vancouver Board of Trade, and the Canadian Pacific Railway Company.—For said memorandum, refer to Appendix "C."

The application was set down for hearing at sittings of the Board in Vancouver on the 5th of September, 1910; and, by consent of the Applicant's Solicitors and the Canadian Pacific Ry. Co., the hearing was adjourned until a sitting of the Board to be held in Montreal in January, 1911.

A sitting was fixed for the 23rd of January, 1911, in Montreal, and the following circular letter sent to all parties interested:

"Dear Sir,—

*File 13857—Re Western Mileage Grain Rates.*

I am directed to inform you that the Canadian Pacific, Canadian Northern and "Grand Trunk Pacific Railway Companies have been notified that at a hearing to be "held in the Court House, Montreal, P.Q., on January 23rd, 1911, of an application of "the Vancouver Board of Trade for an Order directing the C.P.R. Co., amongst other "things, to cease from charging discriminating rates on Alberta grain to the Pacific "Coast, as compared with the grain rates to Port Arthur and Fort William the "Companies will be required to speak to the reasonableness of the mileage tariff rates "on grain and grain products now being charged for local shipments within the "territory between Lake Superior and the Mountains."

Yours truly,

(Sgd.) A. D. CARTWRIGHT,

*Sec'y. B.R.C.*

After a lengthy discussion at the sitting held in Montreal, the matter was adjourned sine die, Counsel for the Vancouver Board of Trade to notify the Board when he would be ready to proceed with the application.



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## PROTECTION TO TRAINMEN.

The Board having had its attention called by its Operating Department to an accident whereby a brakeman was instantly killed by being struck by the roof of a snow shed while on the top of a Northern Pacific Furniture car, and while engaged in putting up retainers, upon the recommendation of its Chief Operating Officer that tell-tales be located close to snow sheds as an additional protection to trainmen, issued the following order on the 19th July, 1910:

Order No. 11267.

UPON an investigation by an Inspector of the Board into the cause or causes of the said accident; and upon a report and recommendation of the Chief Operating Officer of the Board—

## IT IS ORDERED AS FOLLOWS:

1. Wherever a line of steam railway, or any branch or portion of such a railway, operated by a Railway Company subject to the legislative authority of the Parliament of Canada, passes through or under any tunnel, snow-shed, bridge, or other structure in which the perpendicular height between the base of rail and the lowest portion of such tunnel, snow-shed, bridge, or other structure, is less than twenty-two feet six inches, as required by the provisions of the Railway Act, the said Railway Company shall, prior to the 1st day of January, 1911, erect a suitable tell-tale at each side of and not less than one hundred feet distant from, every such tunnel, snow-shed, bridge, or other structure.

2. The Order of the Board No. 10591, issued in this matter and dated the 9th day of May, 1910, is hereby rescinded.

(Sgd.) D'ARCY SCOTT,  
*Assistant Chief Commissioner,*  
*Board of Railway Commissioners for Canada.*

## COMMUTATION RATES.

Application was made to the Board by the corporation of the Town of Brampton for an Order under Section 318 of the Railway Act, directing the Grand Trunk Railway Company to provide for persons travelling daily between Brampton and Toronto, Ontario, rates similar to those granted to persons similarly travelling between other suburban points and Toronto; and for an Order under Section 323, disallowing the rate at present charged by the Grand Trunk Railway to persons so travelling daily between Brampton and Toronto; and for an Order under Section 341 directing the issuing of commutation tickets upon the G.T.R. between Brampton and Toronto; and for an Order directing the G.T.R. to cease discriminating between Brampton and other localities in the matter of commutation rates, contrary to the provisions of Section 315 of the Railway Act. The matter came before the Board for consideration at a meeting held in Toronto on the 25th of May, 1910, in conjunction with a similar application of the City of Toronto, to compel the Grand Trunk Railway and Canadian Pacific Railway Companies to provide commutation rates to and from the said City and the suburban municipalities within a certain radius, and for an Order to compel the Railways to cease discriminating unjustly between the City of Toronto and other Cities of the same or greater size with reference to tolls between the City and suburbs, and to cease unjustly discriminating between the Towns of Oakville and Streetsville, and the Towns of Brampton, Whitby, or Oshawa, or other municipalities similarly situated.

After the hearing of all parties, Judgment of the Board was delivered by the Chief Commissioner dismissing the application.—For said judgment, refer to Appendix "C."



SESSIONAL PAPER No. 20c

*Reports of Accidents at Highway Crossings.*

This matter having come before the Board in connection with the report of its Chief Operating Officer, suggesting that a circular be issued to all railway companies subject to the Board's jurisdiction requesting that when reporting accidents at highway crossings certain information be given, the Board, after due consideration, directed the issuance of the following circular to all railway companies subject to its jurisdiction.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, March 7, 1911.

*Circular No. 60—*

*In the Matter of Reports of Accidents at Highway Crossings, Section 292 of the Railway Act.*

I am directed to inform you that the Board of Railway Commissioners for Canada desires that, after the 1st day of April, 1911, railway companies furnish, when reporting accidents at Highway Crossings, the following additional information, viz., the time and date at which orders or instructions were given by the company forbidding the company's trains or cars to exceed the speed of ten miles an hour when passing over the crossing in question, in accordance with the requirements of Section 13, Chapter 32, 8-9 Edward VII, and amendments thereto.

By Order of the Board.

A. D. CARTWRIGHT.

*Secretary.*

The information asked for in the above circular will be of great assistance to the Board's Inspectors in determining whether the provisions of section 292 of the Act are complied with by the railway companies.

## FORMS OF CONTRACT IN USE BY RAILWAY COMPANIES IN FREIGHT AND PASSENGER SERVICES.

In connection with the above, it will be noted that under date of the 17th October, 1904, the Board made an Order (No. 195) temporarily approving of and permitting the continued use of the forms of contract in use by the Railway Companies named therein, until the Board should otherwise prescribe and order. This order has remained in effect since that date; and the Board having had its attention called to an unreasonable form of contract, one of the forms approved under the said order, after due consideration, issued Circular No. 61, which was sent to all railway companies subject to the Board's jurisdiction. The following is the circular referred to:

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, February 24th, 1911.

*Circular No. 61—*

*File 16749. Re Forms of Contract in use by Railway Companies in Freight and Passenger Services.*

I am directed to ask that your Company file with the Board at once copies of all forms of contract used in your freight and passenger services

I am also directed to ask that in filing these forms you number them and attach thereto a list of the forms (freight and passenger separately) referring to them by these numbers, with the name or description of each.



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The Board notes that, in the aggregate, a large number of these forms were filed for approval in 1904-05, and are on file in the Traffic Department of the Board; but, as some of these may have gone out of use, while others may have been changed, it is desired to obtain complete new files.

By Order of the Board,

A. D. CARTWRIGHT,

*Secretary.*

Upon compliance with the above circular, the matter will be taken up by the Board for further consideration.

### LEVEL CROSSINGS.

The subject of the protection of level crossings is one that has received a good deal of attention at the hands of the Board and its Operating Department; and the Board, at the suggestion of its Chief Operating Officer, issued, under date of the 31st August, 1910, the following circular, which was sent to all railway companies subject to the Board's jurisdiction.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, August 31st, 1910.

*Circular No. 52—*

*Level Crossings of one Line of Railway by Another Line of Railway.*

DEAR SIR,—I am directed to ask that you prepare and furnish within sixty (60) days a statement showing separately for each division, or each district on your railway, the number of level crossings on your lines, either over the tracks of your own line or the tracks of other companies' lines, electric or steam. The statement should also show what form of protection is now provided at the crossings,—Whether the interlocker is full, or half, and if derails are inserted in only one, or in both, of the lines forming the crossing.

Yours truly,

A. D. CARTWRIGHT,

*Secretary B.R.C.*

A large number of replies has been received in response to the said circular; and the matter is now being considered by the Board's Operating Department.

### LIGHTING OF RAILWAY PASSENGER CARS WITH BLAUGAS.

This matter came before the Board in the first instance on the application of the Blaugas Company of Canada, Limited, of Montreal, for an Order granting permission to use Blaugas for the lighting of railway passenger cars. After the gas had been reported upon by the Board's operating Department and an examination and analysis thereof had been made by the Dominion Government Chief Analyst, at the request of the Board, the application came before the Board for consideration at a sitting held in Ottawa on the 9th December, 1910, when the Board issued the following Order, which was sent to all steam railways subject to its jurisdiction.



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Order No. 12542.

IN PURSUANCE of the powers conferred upon the Board by Sections 30 and 269 of the Railway Act, and of all other powers possessed by it in that behalf—

## IT IS ORDERED

1. That the gas generally known as Blaugas may be used for the purpose of lighting railway passenger cars, upon and subject to the terms and conditions following, namely:—

(a) The gas to be used in tanks below cars similar to those now in use for storage of Pintsch Gas and Commercial Acetylene Gas; the tanks to be tested and tight at 300 pounds pressure to the square inch and stand such tests without distortion: Provided that in the case of railway companies having in use at the date of the issue of this Order tanks tested to a pressure not exceeding 294 pounds to the square inch, it shall be sufficient that the said tanks be tested and tight at 290 pounds pressure to the square inch and stand such test without distortion.

(b) The maximum working pressure to be 150 pounds to the square inch.

(c) Every gas tank attached to a railway car to have six three-eighths holes drilled in it, to be countersunk seven-eighths inch in diameter and one-eighth inch deep, in which brass disc shall be tinned and soldered; the said disc to stand a pressure of 200 pounds to the square inch and tanks to be placed on the cars with disc side up, as shown on the blue print attached marked "A." Holes to be located as described in sketch attached marked "B."

2. That in addition to the foregoing, every gas tank attached to a railway car be equipped with an extra heavy stud valve securely fastened to every such tank.

3. That the equipment necessary for the installation of the said system be provided with—

(a) A pressure gauge with a dial reading either from one pound to three hundred pounds or reading by atmosphere from zero to fifteen atmospheres, to show the exact pressure of gas carried.

(b) A re-charging valve attached to the charging station hose.

(c) A regulating valve, to reduce the pressure of gas contained in the tank before it enters the main line piping or the lamps on the car.

4. That all piping between the regulating valves and stud-valves be of extra heavy, seamless steel or iron tubing; and that all elbows or tees be of extra heavy material: Provided that heavy flange brass fittings may be used in lieu of such equipment.

5. That the high-pressure piping and fittings be carefully threaded before being screwed together; the pipe thread to be carefully tinned after being screwed up and the piping to be sweated to the fittings.

6. That standard tubing be used to connect the low-pressure side of the regulating valve with the lamps of the cars; and that a main-line cock, to turn on and off the gas, be placed on the inside of each car, in a convenient and conspicuous location.

7. That in order to locate leakages, soap suds be used; and that lighted matches or torches be not used for this purpose.

8. That printed regulations defining and explaining the use of the system, be posted inside of each car, in close proximity to the main line cock; and that a tank stud-valve key, a main-line cock key, and such other keys as may be necessary for the use and operation of this equipment, be supplied to, and always carried by, every conductor and brakeman while on duty in charge of any train or cars provided with this equipment; and that the regulations required by this section be posted up, stating that such keys are in the possession of the conductor and each brakeman on the said trains or cars.



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9. That every car lighted by this system be placed under the charge of a competent and reliable employee of the railway company using such system;—every such employee to be specially instructed in regard to the proper working and operating of the said system.

(Sgd.) D'ARCY SCOTT,  
Asst. Chief Commissioner,  
Board of Railway Commissioners for Canada.

### OPERATING RULES OF ELECTRIC RAILWAYS.

In connection with the operating rules of electric railways subject to the Board's jurisdiction, the Board, upon the report and suggestion of its Chief Operating Officer, issued the following circular to all such electric railways.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.  
OTTAWA, March 9th, 1911.

*Circular No. 62—*

#### *Operating Rules of Electric Railways.*

DEAR SIR,—The Board's Chief Operating Officer has recently been called upon to report on the Operating Rules submitted by several of the Electric Lines in Canada for the operation of their respective railways, and finds a marked difference.

I am, therefore, directed to ask that all Electric Railways under the jurisdiction of the Board, appoint a joint committee, to deal with the matter of compiling a code of rules suitable for the operation of Electric Railways, both single and double track. These rules, after compilation, will be submitted to the Board for approval, or, if the committee appointed by the different railways desires, representatives of the Board will meet with such committee at a time and place which the Board will fix, and assist the committee in compiling a code.

The Board desires to be informed as to the personnel of the committee and when it expects to be able to submit the suggested Uniform Code of Rules.

Yours truly,

A. D. CARTWRIGHT,  
*Secretary, B.R.C.*

It will be noticed that the Board has already dealt with the question of a uniform code of rules governing the operation of steam railways in Canada, and, in accordance with the above circular, will deal with the question of a uniform code of rules for electric railways, at as early a date as possible.

### LOCAL PORT TO PORT TRAFFIC.

The question of local port to port traffic having been under consideration of the Board and the Board having referred the matter to its Chief Traffic Officer, issued the following circular:—

BOARD OF RAILWAY COMMISSIONERS FOR CANADA,  
OTTAWA, February 15th, 1911.

*Circular No. 59—*

#### *Re Local Port to Port Traffic.*

DEAR SIR,—It was probably the intention of Parliament that local traffic between ports in Canada, carried entirely in or upon vessels particularized in Section 7, as



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distinguished from through traffic carried by the vessel as part of a continuous rail and water route, should be subject to the tariff clauses of the Railway Act. If this is so then it will be necessary for this freight and passenger traffic to be covered by standard tariffs; and as the traffic referred to is subject to the toll clauses of the Act only "so far as they are applicable," it would not seem necessary that these tariffs should specify the maximum mileage tolls to be charged for all distances, or that such distances be expressed in blocks or groups.

What appears to be necessary is the filing of the standard maximum freight and passenger tolls from port to port only, the distance in statutory miles also appearing.

If your Company does not agree with the view expressed above, the Board will upon application, be pleased to fix a date for the hearing of argument by Counsel.

Yours truly,

A. D. CARTWRIGHT,

*Secretary, B.R.C*

The above circular was forwarded to the following Companies, namely:—

The Dominion Atlantic Railway Co.

The Algoma Central & Hudson Bay Ry. Co.

The Niagara, St. Catharines and Toronto Ry. Co.

The Grand Trunk Pacific Ry. Co. and The Canadian Pacific Ry. Co.

Replies having been received to the said circular, and the matter having come before the Board for further consideration, the Board issued the following circular as an amendment to be sent to the said railway companies.

March 28th, 1911.

*Amendment No. 1...To circular No. 59.*

*Re Local Port to Port Traffic.*

DEAR SIR,—Referring to Circular No. 59 issued by the Board, dated February 15th, 1911, re local port to port traffic, I am directed to inform you that the Board has had this matter under consideration; and it has decided, in view of the difficulties that will be placed in the way of companies operating ships engaged in port to port traffic in competition with local boats free from the provision of the Act, that the Board is of the opinion that the present necessities of the case do not require enforcement of Section 7 of the Railway Act.

Yours truly,

A. D. CARTWRIGHT,

*Secretary, B.R.C*

## INSPECTION OF RAILWAY LOCOMOTIVE STEAM BOILERS.

The matter of the inspection of railway locomotive steam boilers having engaged the attention of the Board's Chief Operating Officer, Mr. A. J. Nixon, in conjunction with Inspector Jas. Ogilvie, of the Operating Staff, and the Board having had submitted to it a draft of the proposed order to be issued as the result of their joint investigation, issued under date of the 22nd December, 1910, the following circular:



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BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, December 22nd, 1910.

*Circular No. 57—**Inspecting of Railway Locomotive Steam Boilers.*

DEAR SIR,—I enclose a draft of proposed regulations for inspecting, testing, and washing of locomotive boilers, and beg to say that Railway Companies will be given an opportunity of speaking to the matter at the Sittings of the Board to be held in the Court House, in the City of Montreal, P.Q., on Monday, January 23rd, 1911.

Yours truly,

A. D. CARTWRIGHT,

*Secy., B.R.C.*

## REGULATIONS FOR INSPECTING, TESTING, AND WASHING LOCOMOTIVE BOILERS.

## I.—GENERAL CONSTRUCTION AND SAFE WORKING PRESSURE.

The chief mechanical officer of each railroad company will be held responsible for the general design, construction, and inspection of the locomotive boilers under his control. The safe working pressure of each locomotive boiler shall be fixed by the chief mechanical officer of the company or a competent mechanical engineer under his supervision. The safe working pressure must be determined in accordance with calculations of the various parts after full consideration has been given to the general design, workmanship, and condition of the boiler.

## II.—INSPECTION OF INTERIOR OF BOILER.

(a) *Time of Inspection.*—The interior of every boiler shall be thoroughly inspected before the boiler is put into service, and also whenever a sufficient number of flues are removed to allow examination.

(b) *Flues to be Removed.*—All flues shall be removed at least once every two and a half years and a thorough examination made of the entire interior of the boiler. After the flues are taken out, the inside of the boiler must have the scale removed and be thoroughly cleaned.

(c) *Method of Inspection.*—The entire interior of the boiler must then be examined for cracks, pitting and grooving. The edges of plates, all laps, seams and points where cracks and defects are likely to develop, or which an exterior examination may have indicated, must be given a specially minute examination. It must be seen that braces and stays are taut, that pins are properly secured in place, and that each is in condition to support its proportion of the stress.

(d) *Repairs.*—Any boiler developing cracks in the shell shall be taken out of service at once and thoroughly repaired before it is reported to be in satisfactory condition.

(e) *Lap Joint Seams.*—Every boiler having lap joint longitudinal seams without reinforcing plates shall be examined with special care to detect grooving or cracks at the edges of the seams.



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## III.—INSPECTION OF EXTERIOR OF BOILER.

The jacket and lagging shall be removed at least once every three years, and also whenever the Inspector considers it desirable or necessary in order to inspect the boiler thoroughly.

## IV.—TESTING BOILERS.

(a) *Time of Testing.*—Every boiler before being put into service, and at least once every twelve months thereafter, shall be subjected to hydrostatic pressure 25 per cent. above the working steam pressure, and must be indicated by standard steam gauge.

(b) *Removal of Dome Cap.*—Preceding the hydrostatic test the dome cap and throttle pipe must be removed and the interior surface and connections of the boiler examined as thoroughly as the conditions permit.

(c) *Foreman to Witness Tests.*—When boilers are being tested by hydrostatic pressure the foreman of the shop having under his charge the repairs of boilers, or an authorized competent boilermaker, shall personally attend and assist the Inspector in his examination.

(d) *Repairs and Steam Test.*—When all necessary repairs have been completed, the boiler shall be fired up and the steam pressure raised to not less than the allowed working pressure.

## V.—STAY BOLT TESTING.

(a) *Time of Testing Rigid Bolts.*—All stay bolts should be tested at least once every month, and no boiler must be used over three months under any circumstances, unless thorough stay bolt inspection has been made. Stay bolts shall also be tested immediately after every hydrostatic test, and an accurate report of all broken stay bolts and stay bolts removed must be made as prescribed on Forms Nos. 4 and 5, which shall be open to inspection at any time by the Inspector; said form to be kept on file under the charge of the Chief Mechanical Officer.

(b) *Method of Testing Rigid Bolts.*—The Inspector must tap each bolt from the fire box side and judge from the sound or the vibration of the sheet which of them are broken. If stay bolt tests are made when the boiler is filled with water, there must be not less than one hundred pounds pressure on the boiler. This will produce sufficient strain upon the stay bolts to cause the separation of the parts of the broken ones. Should the boiler not be under pressure, the test may be made after draining all the water from the boiler, in which case the vibration of the sheet will indicate any unsoundness. The latter test is preferable.

(c) *Method of Testing Flexible Stay Bolts.*—All flexible stay bolts having caps over the outer ends shall have the caps removed at least once every year, and also whenever the Inspector considers the removal desirable in order to inspect the stay bolts thoroughly. The fire box sheets should be examined carefully at least once a month, to detect any bulging or indications of broken stay bolts.

(d) *Broken Stay Bolts.*—No boiler must be allowed to remain in service when there are two adjacent stay bolts broken in any part of the fire box or combustion chamber, nor when three or more are broken in a circle four feet in diameter.

(e) *Tell Tale Holes.*—All stay bolts shorter than eight inches applied after, except flexible bolts, shall have tell tale holes  $\frac{3}{16}$  inch diameter by  $1\frac{1}{4}$  inches or more in the outer end. These holes must be kept open at all times, except in cases of emergency. All stay bolts shorter than eight inches, except flexible bolts, shall be drilled when the



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locomotive is in the shop for heavy repairs or at other suitable opportunity, and this work must be completed prior to

(See foot Note.)

#### VI.—STEAM GAUGES.

(a) *Location of Gauge.*—Every boiler shall have at least one steam gauge which will correctly indicate the working pressure. Care must be taken to locate the gauge so that it will be kept reasonably cool, particularly in case of gauges located on the back head of boilers.

(b) *Siphon.*—Every gauge shall have a siphon of ample capacity to prevent steam entering the gauge. The pipe connection shall enter the boiler shell direct, and shall be maintained steam tight between siphon and gauge.

(c) *Time of Testing.*—Steam gauges should be tested at least once every month, and no boiler must be used over three months under any circumstances unless a thorough test has been made of the steam gauge.

#### VII.—SAFETY VALVES.

(a) *Number and Capacity.*—Every boiler shall be equipped with at least two safety valves, the capacity of which shall be sufficient to prevent, under any conditions of service, an accumulation of pressure of more than 5 per cent above the allowed steam pressure.

(b) *Setting of Valves.*—Safety valves shall be set by gauge to pop at pressures not exceeding five pounds above the allowed steam pressure, the gauge in all cases to be tested by standard gauge before the safety valves are set or any change made in the setting. When setting safety valves the water level in the boiler must not be above the highest gauge cock.

(c) *Time of Testing.*—Safety valves should be tested under steam at least once in every month, and no boiler must be used over three months under any circumstances, unless the safety valves have been thoroughly tested.

#### VIII.—WATER GLASS AND GAUGE COCKS.

(a) *Number and Location.*—Every boiler shall be equipped with at least one water glass and three gauge cocks. The lowest gauge cock and the lowest reading of the water glass shall not be less than three inches above the highest part of the crown sheet.

(b) *Water Glass Valves.*—All water glasses shall be supplied with two valves or shut-off cocks, one at the upper and one at the lower connection to the boiler, and also a drain cock, so constructed and located that they can be easily opened and closed by hand.

(c) *Time of Cleaning.*—All gauge cocks and water glass cocks shall be removed and cleaned of scale and sediment whenever the boiler is washed.

#### IX.—PLUGS IN FIRE TUBES.

(a) *Plugs Prohibited.*—No boiler shall remain in service which has one or more fire tubes plugged by both ends of the tube, unless the plugs are securely tied together by means of a rod not less than  $\frac{5}{8}$  inch diameter.

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NOTE.—Applications from Railway Companies desiring to omit the use of tell tale holes will be considered when it can be shown to the satisfaction of the Board of Railway Commissioners that unusual care is used in stay-bolt testing, both as to the frequency of tests and the selection of inspectors



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## X.—WASHING BOILERS.

(a) *Time of Washing.*—All boilers shall be thoroughly washed not less frequently than once in thirty days.

(b) *Plugs to be Removed.*—When boilers are washed all wash-out, arch, and water bar plugs must be removed.

(c) *Water Tubes.*—Special attention must be given the arch and water bar tubes to see that they are free from scale and sediment.

(d) *Office Record.*—An accurate record of all locomotive boiler washouts shall be kept in the office of the railway company. The following information must be entered on the day that the boiler is washed:—

1. Number of locomotive.
2. Date of washout.
3. Statement that boiler was washed.
4. Signature of the boiler washer or the boiler inspector.
5. Statement that gauge cocks and water glass cocks were removed and cleaned.
6. Signature of the boiler inspector or the employee who removed and cleaned the cocks.

## XI.—STEAM LEAKS.

(a) *Leaks Under Lagging.*—If a serious leak develops under the lagging, an examination must be made and the leak located. If the leak is found to be due to a crack in the shell or to any other defect which may reduce safety, the boiler must be taken out of service at once and thoroughly repaired before it is reported to be in satisfactory condition.

(b) *Leaks in Front of Engineer.*—All steam valves, cocks, and joints, studs, bolts, and seams shall be kept in such repair that they will not at any time emit steam in front of the engineer, so as to obscure his vision.

## XII.—FILING OF REPORTS.

(a) *Specification Card.*—A specification card, Form No. 2, containing the results of the calculations made in determining the working pressure and other necessary data shall be filed in the office of the Chief Operating Officer in Ottawa, for each locomotive boiler. A copy shall also be filed in the Office of the chief mechanical officer having charge of the locomotive. Every specification card shall be verified by the engineer making the calculations, and shall be approved by the chief mechanical officer. These specification cards shall be filed as promptly as thorough examination and accurate calculation will permit. Where accurate drawings of boilers are available, the data for specification card, Form No. 2, may be taken from the drawings, and such specification cards must be completed and forwarded prior to

, unless satisfactory reasons can be given why the time should be extended. Where accurate drawings are not available, the required data must be obtained at the first opportunity when general repairs are made or when flues are removed. Specification cards must be forwarded within one month after examination has been made, and all examinations must be completed and specification cards filed prior to , flues being removed, if necessary, to enable the examination to be made before this date.

(b) *Certificate of Inspection.*—Not less than once in three months and within ten days after each inspection, a Certificate of Inspection, Form No. 1, shall be filed with the Chief Operating Officer in Ottawa, for each locomotive boiler used by a railway company, and a copy shall be filed in the office of the chief officer having charge of the



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locomotive. A copy shall also be placed under glass in a conspicuous place in the cab of the locomotive before the boiler inspected is put into service. Each certificate shall give the number and the condition of the boiler inspected, the date of the inspection, and other required details, and each certificate shall be verified by the Inspector.

(c) *Reporting Washouts.*—The Inspector shall examine the record of boiler washouts on file in the company's office not less frequently than once every three months; and if he is satisfied of its accuracy, he shall enter the dates of every washout made during the preceding three months on the Certificate of Inspection, Form No. 1. In case the Record is not satisfactory, the Inspector shall make notation thereof on the certificate.

## XIII.

The Chief mechanical officer of each railway company shall keep each inspector of locomotive boilers under his supervision supplied with a copy of these regulations. Copies can be obtained upon application to the Secretary of the Board of Railway Commissioners for Canada, Ottawa.

The above circular and draft order were sent to all railway companies subject to the Board's jurisdiction and the consideration of the matter was set down as stated at the sittings of the Board in Montreal on the 23rd January, 1911, but was adjourned by consent of all parties to the sittings of the Board held in Ottawa on the 7th February, 1911. A general discussion of the proposed order took place at the sittings held in Ottawa on the 7th February, 1911, and a difference of opinion having been found to exist between the experts of certain of the leading railway companies in regard to the provisions of the proposed order, the Board decided to make the following order and to postpone the further consideration of the matter until the said Order had been complied with. The following is the Order referred to:

Order No. 12932.

RL.

UPON the hearing of the application in the presence of representatives and Counsel for the Canadian Pacific, Grand Trunk, and Michigan Central Railway Companies, and what was alleged at the hearing—

IT IS ORDERED that all railway companies within the legislative authority of the Parliament of Canada, file, within sixty days from the day of the date of this Order, copies of regulations in force on their respective railways for the inspecting, testing, and washing of locomotive boilers.

(Sgd.) J. P. MABEE,

*Chief Commissioner,**Board of Railway Commissioners for Canada.*

## WIRE CROSSINGS OVER RAILWAYS.

As has already been noted, section 246 of the Railway Act has been amended with a view to dispensing with the necessity of an Order of the Board where telegraph and other wires are erected across the railway under certain conditions; and the Board, in order that the matter should be specifically brought to the attention of the parties interested, on the 17th May, 1910, issued the following Order:—

Order No. 10637.

WHEREAS for the purpose of dispensing with the necessity of an Order of the Board where telegraph, telephone, or electric light wires are erected across the railway under certain conditions, the said Section 246 of the Railway Act was, by 9-10 Edward VII, Chapter 50, amended by adding thereto the following subsection:—



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"5. An Order of the Board shall not be required in the cases in which telephone, telegraph, or electric light wires are erected across the railway with the consent of the company in accordance with any general regulations, plans, or specifications adopted or approved by the Board for such purposes."

THEREFORE IT IS ORDERED that the "Standard Conditions and Specifications for Wire Crossings," approved by Order of the Board No. 8392, dated October 7th, 1909, be, and they are hereby, approved and adopted pursuant to the said amendment.

(Sgd.) J. P. MABEE,  
*Chief Commissioner,*

*Board of Railway Commissioners for Canada.*

This order has been widely circulated, having been sent to a large number of Municipal Telephone Companies and other parties directly interested, the object of the amendment to the Statute being to enable applicants who desire to erect and maintain wire crossings over railways to have this done with the least possible delay, as well as to relieve the Board from the additional work entailed in receiving and filing applications of this nature and issuing orders in connection therewith.

#### PROTECTION OF MAIN-LINE-TRACK SWITCHES AND PROVIDING AN ADEQUATE BLOCK SYSTEM.

The matter of requiring Railway Companies to protect Main-Line switches, has received some attention by the Board; and, after due consideration, the Board deemed it desirable, at the same time, to deal with the question of the adoption of some form of block system.

It will be noted that during the past six years a large number of persons have been killed and injured from head-on and rear-end collisions, and the question has arisen as to what can be done to prevent collisions (head-on and rear-end) and accidents caused by misplaced switches.

The Board, therefore, caused to be issued on the 28th March, 1911, the following circular to all steam and electric roads subject to the Board's jurisdiction.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, March 28th, 1911.

*File 9777. Protection of Main-Track Switches and Adoption of Adequate Block Systems.*

DEAR SIR,—I am directed to notify you that at the Operating Sitzings of the Board to be held in Ottawa, on Tuesday, May 2nd next, commencing at ten o'clock in the forenoon, the Board will take up the question of requiring all railway companies subject to its jurisdiction to protect main-track switches, and to adopt an adequate block system.

Yours truly,

A. D. CARTWRIGHT

*Secretary.*



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## GENERAL INTERSWITCHING.

The Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, and the Montreal Terminal Railway Company, under date of the 4th of March, 1910, made an application to the Board for an Order interpreting the provisions of Order of the Board No. 4988, known as the General Interswitching Order, dated the 8th of July, 1908, in certain respects as set forth in the application. The matter came before the Board for consideration at a Sitting held in Ottawa on the 19th April, but stood adjourned and was not finally taken up until the 21st June, when Judgment was reserved. Subsequently Judgment was rendered by the Assistant Chief Commissioner of the Board and forwarded, with the following circular letter, to all parties interested.— For said Judgment, refer to Appendix "C."

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, December 23rd, 1910.

*Circular No. 58—**File 6713, Case 2846, General Interswitching Order No. 4988.*

DEAR SIR,—I enclose herewith a copy of the memorandum of the Assistant Chief Commissioner, dated November 26th, 1910, concurred in by the Chief Commissioner and Commissioners Mills and McLean.

In view of the fact that the tariffs of many of the Railway Companies are not in accordance with the General Interswitching Order No. 4988, it is directed by the Board that such variation from Order No. 4988 be removed and new tariffs published and filed without delay.

Yours truly,

A. D. CARTWRIGHT,

*Secretary B.R.C.*

Encl.

After a reasonable time had elapsed and upon its appearing that the requirements of the above circular had not been complied with, the Board issued the following Order:—

Order No. 12901.

UPON its appearing that the requirements of the said circular letter have not been complied with—

IT IS ORDERED that the railway companies subject to the jurisdiction of the Board whose tariffs of inter-switching tolls have not been prepared in accordance with the said Order of the Board, as amplified in the judgment of the Assistant Chief Commissioner dated the 26th day of November, 1910, file new tariffs of interswitching tolls, in accordance with the provisions of the said Order, not later than the 1st day of March, 1911.

(Sgd.) J. P. MABEE.

*Chief Commissioner,**Board of Railway Commissioners for Canada.*

This Order has since been complied with and new tariffs of Interswitching tolls have been filed accordingly with the Board.



SESSIONAL PAPER No. 20c

## EQUIPMENT OF ELECTRIC CARS WITH POWER BRAKES.

In connection with the equipping of Electric Cars with air, or power brakes, the Board's Chief Operating Officer, after several meetings with the representatives of the Electric Railways subject to the jurisdiction of the Board, as well as representatives of the Canadian Street Railway Association, and after inspecting several of the lines of the Companies, made a report to the Board recommending that all Electric Railways under its jurisdiction be equipped with power brakes to be approved of by the Board in addition to hand brakes and proper sanding appliances, subject to certain limitations set forth in his report. The Board, after considering the report, had the matter set down for hearing at sittings held in Ottawa on the 3rd of May, 1910, notifying all parties interested. The Board, after hearing all parties, issued the following Order:

Order No. 10462.

UPON the hearing of what was alleged by counsel for the Electric Railway Companies interested—

## IT IS ORDERED AS FOLLOWS:

1. On or before June 1st, 1911, all electric railway companies under the jurisdiction of the Board, shall equip all rolling stock in use by them of thirty-seven (37) feet or over in length, or of the weight of 35,000 pounds or more, with power brakes, to be approved of by the Board, in addition to hand brakes and proper sanding appliances.

2. Immediately upon the completion of said equipment, the said railway companies shall notify the Board thereof and furnish a detailed account of the rolling stock so equipped.

(Sgd.) J. P. MABEE,  
*Chief Commissioner,*  
*Board of Railway Commissioners for Canada.*

Copy of the above Order has been sent to all electric lines subject to the Board's jurisdiction.

## EMERGENCY PASSENGER TARIFFS.

The attention of the Board having been called to the fact that frequently, more particularly during the summer season, the Railway companies are called upon to make provision for the movement of special classes of passenger traffic, at less than the regular published tolls, and that owing to the peculiar conditions attached to such traffic, it could not at times be moved if it were required to wait at least the three days required by the Railway Act for the publication and filing of variations from regular schedules, it decided to issue the following Order:

Order No. 11395 (File 15124).

WHEREAS Railway companies subject to the provisions of the Railway Act are occasionally offered excursion or other special passenger traffic which, if accepted, must be moved immediately, or with less than the three days' notice required by the Act for filing the necessary special tariffs, and without affording the Board time for dealing with such matters by the customary procedure;

WHEREAS by Section 332, "The Board may, owing to the exigencies of competition or otherwise, notwithstanding anything in this section contained, determine



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the time or manner within and according to which publication of any such tariff is to be made;"

AND WHEREAS the prompt acceptance and movement of the said traffic appears to the Board to be in the public interest—

THEREFORE, IT IS ORDERED that the Chief Traffic Officer of the Board be, and he is hereby, authorized to deal with such urgent cases on application of the companies by telephone or telegraph, and, in his judgment, and on behalf of the Board, to give the required permission, subject to such conditions as may seem to him to be necessary, including the immediate publication and filing of the requisite tariff, or to require the formal submission of the application to the Board.

(Sgd.) J. P. MABEE,  
*Chief Commissioner,  
 Board of Railway Commissioners for Canada.*

The above Order was sent to all Railway companies subject to the Board's jurisdiction.

*Uniform Bill of Lading (U.S.) Points.*

In January, 1910, the Board received an application from the Canadian Pacific Railway Company for formal approval of the Uniform Bill of Lading in use in the United States, on shipments from points in the United States to points in Canada and from points in the United States through Canada to points in the United States.

The matter was referred to the Board's Chief Traffic Officer for consideration and report; and, after further consideration of the application, the Board came to the conclusion that the matter should be fully discussed, and the following Circular, under date of the 5th of April, was issued and sent to all Railway companies subject to the Board's jurisdiction.

*Circular No. 46—*

April 5, 1910.

*Approval of U.S. Uniform Bill of Lading.*

DEAR SIR,—The Board has received an application from the C.P.R. for formal approval of the Uniform Bill of Lading in use in the United States with respect to shipments from the U.S. points in Canada and from U.S. points through Canada to U.S. points, on the ground that doubt exists as to whether Canadian Railway companies would have the protection of the U.S. Bill of Landing in the event of loss or damage effecting such traffic while in transit within Canada. I am directed to inform you that the Board will discuss the situation fully with the Railway companies subject to its jurisdiction at the Traffic Sitzings to be held in Ottawa on Tuesday, May 17th, next.

\*

Yours truly,

(Sgd.) A. D. CARTWRIGHT,  
*Sec'y. B.R.C.*

The matter was fully discussed at the said sittings of the Board on the 17th of May, 1910, and the following Order was issued:

Order No. 10761.

UPON the hearing of the application in the presence of Counsel for the Canadian Pacific Railway Company, the Grand Trunk Railway Company of Canada, and a representative of the Montreal Board of Trade, and what was alleged—



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IT IS ORDERED that the Uniform Bill of Lading in use in the United States and approved by the Interstate Commerce Commission as respects all traffic which may be carried from any point in the United States into Canada, or from the United States through Canada to the United States, be, and the same is hereby approved.

(Sgd.) D'ARCY SCOTT,

*Assistant Chief Commissioner,  
Board of Railway Commissioners for Canada.*

## FIRES AND NOXIOUS WEEDS UPON RAILWAY LANDS.

The necessity of Railway companies keeping their right of way clear from weeds, dry grass, and other inflammable material such as dry timber, brush, etc., is a matter that has engaged the attention of the Board for some time; and at length the Board decided to issue a Circular to all Railway companies subject to its jurisdiction, calling attention to the provisions of the Railway Act in this respect. The Board feels that the necessity of a strict observance of the Act in this respect cannot be too strongly impressed upon the Railway companies, as the damage that ensues from fire, as well as the scattering of seed from noxious weeds on lands adjacent to the Companies' right of way, is a very serious matter and entails serious loss and damage to all parties interested.

The following is a Circular which was issued under direction of the Board:—

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, August 15th, 1910.

*Circular No. 49—*

*In the matter of Fires and Noxious Weeds upon Railway Lands.*

The Railway Act provides as follows: Section 296.

Every Company shall cause thistles and all noxious weeds growing on the right of way, and upon land of the Company adjoining the Railway, to be cut down or to be rooted out and destroyed each year, before such thistles or weeds have sufficiently matured to seed.

Section 297.

The Company shall at all times maintain and keep its right of way free from dead or dry grass, weeds, and other unnecessary combustible matter.

Complaints continually come to the Board that these Sections are not observed by some of the Companies, casual observation in some parts of the Country shows that Section 297 is being entirely overlooked. It is clear that many fires are communicated to adjacent lands by reason of Companies not complying with these provisions of the law, entailing enormous loss. The Board deems it to be its duty to see that these Sections are enforced, and to that end has given instructions that all Railway lands shall be periodically inspected and full reports made of the conditions found to exist.

This is a matter of vast moment in the preservation of timber lands, as well as the protection of property of all kinds along Railway lines, and steps will be taken to enforce the law, unless voluntarily complied with.

Yours truly,

(Sgd.) A. D. CARTWRIGHT,

*Secretary B.R.C.*



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After the issuance of this Circular, the matter was transferred to the Operating Department of the Board to ascertain what steps the Companies were taking to comply therewith.

#### HEIGHT OF RAILWAY BRIDGES.

The attention of the Board was called by its Chief Operating Officer to several accidents that had occurred on Canadian Railways, due to overhead structures not being the height required by statute; and, with a view of requiring all Railway companies subject to the Board's jurisdiction to raise such structures so as to give the required clearance, the following circular was sent to all Dominion Railway Companies:

September 14th, 1910.

Circular No. 51—

#### *Height of Railway Bridges.*

DEAR SIR,—Several accidents have occurred on Railways subject to the jurisdiction of this Board, due to overhead structures not being the height required by the statute, and I am directed to ask that you report to this Board, not later than November 30th, particulars of all overhead bridges, snow-sheds, or other structures that are not of the statutory height.

Yours truly,

(Sgd.)

A. D. CARTWRIGHT,

*Secretary B.R.C.*

In response to the above circular, replies have been filed with the Board by practically all the Railways subject to its jurisdiction, and the Board now has under consideration the question of what further action should be taken in the matter.

#### JUNCTION POINTS FOR INTERCHANGE OF FREIGHT.

The Board having had its attention called to the fact that it had no reliable list of the junction points throughout the country where freight might be interchanged between railway companies, after consideration of the matter issued the following Order:—

Order No. 11041.

Upon the report and recommendation of the Chief Traffic Officer of the Board—

IT IS ORDERED that all railway companies subject to the legislative authority of the Parliament of Canada file with the Board not later than August 15th, 1910, supplements to their Official Distance Tables, issued in compliance with Order No. 5954 of December 21st, 1908, showing—

(a) The names of the points at which freight traffic may be interchanged with the lines of connecting railway companies.

(b) The names of the companies with which freight may be interchanged at such points.

(c) Whether the freight traffic which may be so interchanged consists of C.L., or L.C.L., or both.

(d) Whether the interchange is by switch connection or by cartage.

(Sgd.) D'ARCY SCOTT,

*Assistant Chief Commissioner,**Board of Railway Commissioners for Canada.*

The above order was sent to all railway companies subject to the Board's jurisdiction, and the information asked for in the Order has been duly filed with the Board.



SESSIONAL PAPER No. 20c

RESOLUTIONS PASSED BY THE LEGISLATIVE BOARD OF THE  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS.

At a Session of the Dominion Legislative Board of the International Brotherhood of Locomotive Engineers, held in the City of Ottawa, March 29th to April 2nd inclusive, twelve Resolutions were passed relating to the operation of trains. Under date of the 8th April, these Resolutions were filed with the Board; and the Board sent the following Circular, and copies of the said Resolutions to all the Railway Companies, subject to its jurisdiction and to certain other interested parties.

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, August 23rd, 1910.

*Circular No. 50—**Resolution of Dominion Legislative Board of the International Brotherhood of Locomotive Engineers.*

DEAR SIR,—I send you herewith a copy of a letter addressed to the Board on April 8th, 1910, by C. Lawrence, Chairman, and Mr. Byron Baker, Secretary of the Dominion Legislative Board of the International Brotherhood of Locomotive Engineers, embodying resolutions adopted at a meeting recently held in Ottawa; and I am directed to say that the contents of these resolutions may be discussed at the Sittings of the Board to be held at Ottawa on Tuesday, November 1st, 1910, commencing at the hour of ten o'clock in the forenoon; and, to that end, the matter will be placed on the Operating List for that date.

Yours truly,

(Sgd.) A. D. CARTWRIGHT,

*Secretary B.R.C.*

OTTAWA, ONT., April 8, 1910.

*To the Honorable, the Chairman, and Board of Railway Commissioners.*

GENTLEMEN:—At the recent Session of the Dominion Legislative Board of the International Brotherhood of Locomotive Engineers held in Ottawa, March 29th–April 2nd, inclusive, the following resolutions were unanimously adopted and the Legislative Representative instructed to place them before your Honourable body for your most earnest consideration.

No. 1. That sign-boards be placed at the side of the railway track defining the limits of cities, towns, and villages, for the guidance and information of the men in train service.

No. 2. That owing to the liability of accident and the exposure of the severe cold during our Winter season that a law be enacted preventing the running of locomotives tender first beyond a distance of ten (10) miles, except in cases of emergency.

No. 3. That a law be enacted requiring all railway companies in Canada to equip their locomotives with power head-lamps and air bell-ringers.

No. 4. That recognizing the many dangers and the liability of accident in running over portions of the Railway unknown to the Engineer, that a practical and competent engineer familiar with the road about to be run over, be placed upon the locomotive in addition to the regular engine crew.

No. 5. That owing to the very fatiguing nature of our occupation and the constant demand for vigilance necessary for the faithful performance of our duties as locomotive engineers in handling the commerce of the country and the lives of its Citizens it therefore follows that we would be provided with clean comfortable and sanitary quarters where we may be assured of uninterrupted repose and quiet in order to prepare ourselves for our important duty.



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Many terminals, we regret to say, are absolutely unprovided for in this respect. As a class we do not desire to patronize or frequent places where intoxicants are sold, and we therefore ask that the railway companies be required to establish suitable quarters at all terminals as above mentioned.

No. 6. That owing to the absence of land marks in many of the localities in which our men are employed and as a guide to inform them of their exact whereabouts in approaching stations, it was unanimously decided to recommend to your honorable body that a large sign board be placed one mile outside of yard limit.

No. 7. That the matter of the removal of all snow-cleaning devices from locomotives which was referred to your Honorable body in 1908 be again brought to your attention, as we are firmly of the opinion that such devices should have no place on a locomotive, with the exception of the steel pilot plough now used by the C.P.R. in the mountain districts of British Columbia. These ploughs do not project above the buffer-beam nor do they touch the rail and are considered a reinforcement to the pilot.

No. 8. That we respectfully request the Board of Railway Commissioners to take such action as they may deem advisable to have suitable inspection supplied for all wooden bridges.

No. 9. That the attention of the Board of Railway Commissioners be called to the fact that many of the modern engines now being built and used in Canada are totally devoid of any sense of comfort or convenience for the men who are obliged to spend the greater part of their time on them. Everything is apparently sacrificed in order to make them as huge and powerful as possible. As most of them carry at least 200 lbs. pressure per square inch, it means that the men who handle them are separated by only a few inches from a temperature of 387 degrees of heat.

To get into position to handle these monsters, the engineer is obliged to climb over obstructions in the shape of different parts of the equipment and wedge himself in the narrow space between the side of the cab and the boiler. Should the engine run off the track and turn over, the engineer has not the slightest chance of escape and would likely be crushed and scalded to death.

Further, that we respectfully ask the Board that they give this matter their most earnest consideration, and endeavour to place some limit on the size of boiler and cab that will allow for ample room and breathing space. The appliances for operating the engines are not infrequently placed in such very awkward positions that the engineers are at a disadvantage in cases of great emergency.

Water-glasses, steam-gauges, air-gauges and lubricators, which require almost constant observation are often found so inconveniently located that the engineers' attention is too long diverted from the track and signals.

No. 10. That owing to the unclean condition of the working parts, especially that portion under the boiler and between the frames, and the liability to accident by the engineer in attempting to crawl under the engine, between the wheels, to inspect his locomotive, the Board recommends that the engineer be held responsible only for such defects as may be reasonably detected from the outside, and in addition to the inspection by the engineer the engines shall also be inspected by a competent inspector at all railway terminals, and the engineer not held responsible for any defects which the inspector may find.

No. 11. The Board was of the opinion that as the safety of life and property depends upon the sight and judgment of the men who guide the traffic and having practical knowledge of the inability under certain conditions, to obtain more than a partial view of the track and signals, such protection should be afforded as would enable the engineer to, at all times have a clear and uninterrupted view ahead. Having examined a model of the "Quirk Storm Guard or Protector" and heard the endorsement of one who had used it they were unanimous in the proposal of recommending to the management of the several Canadian Railways a trial of the "protector."



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The Patentee, Mr. T. J. Quirk, 183 East Front Street, Dunkirk, N.Y., will be glad to furnish sketches or any information desired.

No. 13. That owing to the fact that not infrequently an employee of the Railway Company is injured through no fault of his own, and the railway company's officials eventually refer him to their claims-agent who usually requests the employee to wait until such time as he is completely recovered before making a settlement, thus requiring him in many cases to become indebted for the necessities of life for himself and family. The Board therefore agree unanimously to request that monthly payment of a sum at least equal to that which he would have earned, should be made to injured employees.

All of which is respectfully submitted.

Signed.

C. LAWRENCE,

*Chairman.*

Signed.

BYRON BAKER,

*Secretary.*

The Resolutions came on for consideration before the Board on the 3rd of November, 1910, in Ottawa; Mr. C. Lawrence appearing on behalf of the International Brotherhood of Locomotive Engineers, and the principal Railway Companies being represented by Counsel. All parties were heard; and on the 4th of November, Judgment was delivered by the Chief Commissioner, concurred in by the Assistant Chief Commissioner and Commissioners Mills and McLean:—For said Judgment, refer to Appendix "C."

Order No. 12287.

UPON the reading of the resolutions and the reports and recommendation of its Operating Officers; and up the hearing of the matter in the presence of Counsel for the Grand Trunk, the Canadian Pacific, Michigan Central, and Canadian Northern Railway Companies, the International Brotherhood of Locomotive Engineers being represented at the hearing, the evidence offered, and what was alleged—

IT IS ORDERED that the requests contained in the said resolutions be and they are hereby, refused, with the exceptions following, namely:

(a) That railway companies subject to the jurisdiction of the Board be, and they are hereby, required to equip their locomotives with air bell-ringers; such equipment to be installed within six months from the date of this Order.

(b) That the consideration of the question of the removal of snow-cleaning devices from locomotives stand pending the receipt by the Board of additional information upon the subject,—such information to be furnished by and on behalf of the Applicants.

(Sgd.) J. P. MABEE,

*Chief Commissioner,*

*Board of Railway Commissioners for Canada.*

Subsequently the following Order was issued under date of the 9th November, 1910. This Order repeals previous Order No. 5888, and a copy of it was sent to all parties interested. File 1750. Order No. 12225.

Upon hearing this application, and upon the reports of the Chief Operating Officer, and the Chief Engineer of the Board it is ordered as follows:—

1. WHEREAS sub-section 3 of Section 264 of the Railway Act Provides that—

“There shall also be such a number of cars in every train equipped with power on train brakes that the engineer of the locomotive drawing such train can control its speed, or bring the train to a stop in the quickest and best manner possible. without requiring brakemen to use the common hand brake for the purpose.”



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Therefore, at least eighty-five per cent (85%) of the number of cars in every train shall be equipped as above required.

2. When more than one engine is attached to a train, the engineer of the leading engine shall operate the brakes.

3. Every road locomotive engine shall be equipped with a step or steps and hand holds on both sides of and at or near the rear ends of tenders; foot-rests shall be provided on the pilot of every such engine, sufficiently wide for a man to stand on; every switching or yard engine shall be equipped with boot-boards and head-lights on the front and rear ends of the engine and tender,—such foot-boards to be not less than ten inches wide; the back of such foot-boards shall be protected by a board not less than four inches high, and if cut in the centre, the inner ends shall be protected in like manner.

4. No light engine shall be run against the current of traffic a greater distance than twenty-five miles in any one direction without a conductor in addition to the engineer and fireman.

5. No railway company shall permit any employee to engage in the operation of trains, or handle train orders, without first requiring such employee to pass an examination on train rules and undergo a satisfactory eye and ear test by a competent examiner.

6. (a) Locomotive engineers must be at least twenty-one years of age; undergo a satisfactory eye and ear test by a competent examiner; and pass an examination on train rules and regulations and the proper care and operation of locomotives and air brakes.

(b) Conductors must be at least twenty-one years of age; undergo a satisfactory eye and ear test, and pass an examination on train rules and regulations and the operation of air brakes.

(c) Telegraph or telephone operators engaging in the operation of trains or handling train orders must be at least eighteen years of age; write a legible hand; and pass an examination on train rules and regulations. Telegraph operators must be able to send and receive messages at the rate of not less than twenty words a minute.

(d) Train despatchers must be at least twenty-one years of age, be familiar with the line over which they have charge, and pass an examination on train rules and regulations.

(e) Railway companies shall (within ninety days from the date of this order) file with the Board a copy of each examination paper for the examination herein required to be passed by the employees of such railway company.

7. All railway companies shall strictly conform to the rules and regulations from time to time approved by the Master Car Builders' Association, governing the loading of lumber, logs, and stone upon open cars, and the loading and carrying of structural material, plates, rails, and girders; and no material of any kind shall be carried upon the roofs of cars.

8. (a) All open drains crossing tracks in railway yards shall be safely covered for at least five feet from the gauge side of each rail, except in times of flood, when temporary open drains may be provided, if necessary.

(b) No semaphores, signals, poles, high or intermediate switchstands, or piles of material, erected or placed in future shall be nearer than six feet from the gauge side of the nearest rail.

(c) No structure over four feet high shall hereafter be placed within six feet from the gauge side of the nearest rail without first obtaining the approval of the Board.

(d) Where semaphores, signals, poles, high or intermediate switchstands, or piles of material are nearer than six feet from the gauge side of the nearest rail, the same shall be dealt with as follows:—



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(1) Semaphores, signals, poles, or high or intermediate switchstands shall, within two years from this date, be either removed or changes made so that the same shall not be nearer than the said six feet; or high and intermediate switchstands shall be changed to low or dwarf signals or switchstands.

(2) Piles of material shall, within six months, be removed to a greater distance than the said six feet.

(e) Water stand-pipes shall not be nearer than two and feet six inches from the widest engine cab, and the spout of the stand-pipe shall, when not in use, be fastened parallel with main track, and enginemen are required to see that this is done after using any such pipe.

9. The above mentioned Order No. 5888 is hereby repealed.

10. Every person or company offending against any of the foregoing provisions shall forfeit and pay the sum of fifty dollars (\$50.00) for every such offence.

(Signed.) J. P. MABEE,  
Chief Commissioner,  
Board of Railway Commissioners for Canada.

## BOARD OF RAILWAY COMMISSIONERS FOR CANADA,

Subsequently an amending Order was issued under date of the 6th February, 1911, Order No. 12890, as follows:—

Order No. 12890.

UPON the report and recommendation of the Chief Operating Officer of the Board—

IT IS ORDERED that subclause (c) of clause 8 of the said Order No. 1225 be, and it is hereby, amended by adding the words, "except mail cranes, which shall be erected and maintained as directed in Order No. 5647, dated November 20th, 1908," after the word "structure," in the first line of the said sub-clause.

(Signed.) J. P. MABEE,  
Chief Commissioner,  
Board of Railway Commissioners for Canada.

In connection with Sections 5 and 6 of Order No. 12225, under direction of the Board the following Circular relating to Eye and Ear tests for Railway employees was sent to all Railways, steam and electric, subject to the jurisdiction of the Board.

## BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, March 16th, 1911.

Circular No. 63—

*File No. 1750, Part 3, Eye and Ear Tests for Railway Employees.*

DEAR SIR,—In accordance with Sections 5 and 6 of Order No. 12225, dated November 9th, 1910, Railway Companies within the jurisdiction of this Board are required to have their employees engaged in the operation of trains undergo a satisfactory eye and ear test by a competent person.

In view of the diversified methods employed by such Railways in the making of these tests, the Board directs that a conference be held by the various Railways subject to its jurisdiction, and that a uniform code of regulations be drawn up governing the testing of hearing and eyesight of employees required to take such tests; these uniform regulations to be filed with the Board for approval within ninety days from the date of this Circular.

Yours truly,

(Sgd.) A. D. CARTWRIGHT,  
Sec'y., B.R.C.



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## INSTALLATION OF ELECTRIC BELL SIGNALS AT HIGHWAY CROSSINGS.

The Board having had for some time under consideration the question of uniformity in regard to electric bell signals installed at railway crossings, issued the following order under date 7th February, 1911:—

General Order No. 12915

File 15382.

IN THE MATTER OF the specifications for the installation of electric bell signals at highway crossings: File 15382.

IN PURSUANCE of the powers vested in it under Sections 30 and 237 of the Railway Act, and of all other powers possessed by the Board in that behalf; upon reading the representations filed on behalf of the railway and railroad supply companies interested in the erection and maintenance of electric bell signals at highway crossings; and upon the report of the Chief Engineer of the Board—

## IT IS ORDERED

1. That until further notice, the specifications for electric bell signals at highway crossings are and shall be as follows:—

*Post.*—The bell must be placed upon a post of some suitable structural material. If the post is made of wood, it must be of sound timber not less than 8 x 8 inches and 18 feet long, and shall be firmly set in the ground to a depth of 4 feet. If it is made of iron or steel, it shall be of not less than 4 inches in diameter, shall extend 14 feet above the ground, and shall be firmly bolted to a concrete or other foundation constructed below the frost line. If other suitable structural material is used, it must be of the length mentioned above and of sufficient strength to carry the weight placed upon it.

*Bell.*—The bell shall be either of the locomotive type, the gong type, or the twin-gong type; and it must in each case emit a clear, loud volume of sound under all weather conditions. If the locomotive type is used, the bell shall be of standard size (about 18 inches in diameter); if the gong type is used, the gong shall be at least 12 inches in diameter; and, if the twin-gong type is used, the gongs shall be at least 10 inches in diameter.

*Sign.*—A sign shall be placed upon the same post as the bell, with the word 'danger' upon it in letters not less than 6 inches in length, to be illuminated either by direct or reflected light, so as to be plainly visible after sunset. There may be added to the post, if so desired, the Railway Crossing Sign provided for by Section 243 of the Railway Act.

*Operation.*—The bell and the illumination of the sign shall be controlled and operated electrically and automatically by the approach of trains, in such manner that only approaching trains shall operate the signal; and the signal must remain in operation until the rear end of each approaching train has passed the crossing.

The bell, and the lamps used for illumination, may be operated from any suitable source of electric current that is continually available, or from batteries. If batteries are used, they must be either chemical batteries of the caustic potash type, having a capacity of not less than 300 to 400 ampere hours, or storage batteries of the same capacity.

2. That any Order of the Board providing for the installation of electric bell signals at highway crossings and referring to 'Standard Specifications for Electric Bell Signals at Highway Crossings,' be deemed as intended to be a reference to the specifications herein approved and adopted.



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3. That the said 'Standard Specifications for Electric Bell Signals at Highway Crossings, come into force the day of the date of this Order, and apply to all electric bells hereafter installed at highway crossings.

(Signed.) J. P. MABEE,  
*Chief Commissioner,  
Board of Railway Commissioners for Canada.*

## EQUIPMENT OF CARS WITH EMERGENCY TOOLS.

The attention of the Board having been called by its Chief Operating Officer to the fact that there were no regulations requiring passenger cars to be equipped with emergency tools, that is to say, tool box containing saw, sledge, and axe, located in a convenient place in either passenger car, the Board, after considering the matter, issued the following circular to all railways subject to its jurisdiction and to other interested parties:

BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

OTTAWA, July 19, 1910.

*Circular No. 48—*

*File 7834. Re Emergency Tools for Passenger Equipment.*

DEAR SIR,—At the Operating Sitzings of the Board to be held in Ottawa on Tuesday, October 4th, next, the Board will consider the matter of a regulation requiring each and every passenger car of Railways subject to its jurisdiction, to be equipped with a tool box, containing saw, sledge, and axe, and located in a convenient place in each passenger car.

Yours truly,

A. D. CARTWRIGHT,

*Secy., B.R.C.*

The matter came before the Board on the 4th of October, and after some discussion was adjourned until the November Operating Sitzings of the Board, a Draft Order in the meantime having been prepared and forwarded to all parties interested. This Draft Order was fully discussed at the Sitzings held on the 3rd November, 1910, and as a result thereof the following Order was issued:—

Order No. 12206.

IN PURSUANCE of the powers conferred upon the Board of Sections 30 and 269 of the Railway Act, and of all other powers possessed by it in that behalf; and upon the report and recommendation of its Operating Officers——

## IT IS ORDERED:

1. THAT every Railway Company subject to the legislative authority of the Parliament of Canada, operating a railway by steam power, shall cause its sleeping, dining, baggage, mail, and express cars and coaches used in passenger service on its railway, to be equipped with emergency tools consisting of a sledge, axe, and saw; said tools to be kept in a conspicuous place in every such car, so as to be easy and ready of access in case of need, and the said cars to be so equipped on or before April 1st, 1911.

2. That every such Railway Company be liable to a penalty of a sum not exceeding \$25.00 for every failure to comply with the foregoing regulation at the time for its coming into force and thereafter.

(Signed.) J. P. MABEE,  
*Chief Commissioner,  
Board of Railway Commissioners for Canada.*



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## PROTECTION OF WOODEN BRIDGES FROM FIRE.

The protection of wooden trestles of Railway Companies from fire is a matter that has been engaging the attention of the Board and its Officers for some time, and had also been the subject of general discussion at certain sittings of the Board at which representatives of the various Railway Companies were present.

It will be noted that the Board had previously issued an Order in this matter, (No. 5103) dated the 30th of July, 1908, and that this Order has been rescinded and replaced by the following Order:—

*File 4966—1860.*

Order No. 11446.

*In The Matter of the Protection of Wooden Trestles.*

In pursuance of the powers conferred upon it by Sections 30 and 269 of the Railway Act, and of all other powers possessed by the Board in that behalf; and upon hearing what was alleged at the sittings of the Board, held in Ottawa on the 8th day of June, 1909, by Counsel and representatives for the Canadian Northern, the Grand Trunk, and the Canadian Pacific Railway Companies, and the Michigan Central Railroad Company:

## IT IS ORDERED AND DIRECTED:

1. That every railway company subject to the legislative authority of the Parliament of Canada, operating by steam power any railway or railways, any part or parts of which is or are constructed of, or upon, wooden trestles the whole of which cannot be seen from an approaching train for a distance of at least one thousand feet, do, during the months of May, June, July, August, September, and October of each year, provide, place, and keep a watchman, track-walker, fire alarm signals, ballast flooring, zinc covering over caps and intersections or approved fireproof paint, as hereinafter directed, for the purpose of protecting the said trestles from fire; each such company having the option of adopting any of the said foregoing methods of protection.

2. That every such company caused to be placed and maintained at every trestle less than thirty feet in length, one barrel of a capacity of at least forty-five gallons, and on trestles of over thirty feet in length a like barrel upon or near each end, with intermediate barrels of the like capacity not more than one hundred and fifty feet apart: Provided, however, that pile trestles over streams or other bodies of water need not be furnished with intermediate barrels.

3. That every such company cause the said barrels to be kept filled with water.

4. That every such company cause all brush and dead grass to be removed from beneath and around every such trestle, and shall cause its right of way crossed by such trestle to be kept free from combustible matter.

5. That, on or in the neighbourhood of timber lands, or in localities distant from settlement, every such company cause to be provided pails for use at all trestles, and all watchmen and track-walkers, shall carry such pails while upon duty at trestles.

6. That where the protection provided is by watchman or track-walker, all trestles on main lines be inspected at least twice each twenty-four hours, at intervals of not less than eight hours, and once every twenty-four hours on branch lines.

7. That in the event of any such barrel or pail not being in good and efficient condition for holding water, every such watchman or track-walker forthwith repair or replace the same, or if it cannot be done by him, he forthwith report such condition to his superior officer. That every such watchman or track-walker see that water barrels are at all times kept filled to within ten inches of the top, or forthwith report same to his superior officer; and that whenever any such trestle is injured by fire, he report the same to his superior officer, as soon as possible thereafter.



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8. That the fire alarm signals be equal, in the opinion of an Engineer of the Board, to the Montauk Thermostat.

9. That if fireproof paint is used, one coat thereof, at least equal to the Clapp Fireproof Paint, be applied at least every five years.

10. That the ballast flooring be of gravel and be at least equal to the standard of the flooring adopted by the Great Northern Railway Company, plans of which are on file with the Board under file No. 4966, case 1860. This flooring consists in a complete coating of gravel from beneath the head of the rail to the ties, extends laterally from outside guardrail to outside guardrail.

11. That if zinc or galvanized iron is used, the caps, stringers, and the outside of the batter posts of every such trestle and, if the company desires, the ties, be covered with a zinc or galvanized iron covering.

12. That every such Railway company failing or neglecting to comply with any of the foregoing regulations, be subject to a penalty of thirty dollars.

13. That every such watchman or track-walker failing or neglecting to make inspection in accordance with the foregoing regulations, or failing or neglecting to make any of the reports herein required of him, or otherwise defaulting in any of the duties imposed upon him by this Order, be subject to a penalty of fifteen dollars for each such failure or neglect.

14. That every such railway company cause every such watchman or track-walker to be furnished with a copy of this Order.

15. That the Order of the Board No. 5103, dated July 30th, 1908, be, and it is hereby rescinded.

(Sgd.) J. P. MABEE,

*Chief Commissioner,*

*Board of Railway Commissioners for Canada.*

## STANDARD REGULATIONS AFFECTING HIGHWAY CROSSINGS.

On the 26th of January, 1910, the Board issued certain regulations regarding Highway Crossings, but it appearing to the Board that these regulations should be amended, the Board, after giving the matter careful consideration, adopted the following as the Standard Regulations of the Board Affecting Highway Crossings, as amended May 4th, 1910:

## 8—Highway Crossings.

Section 235 to 243.

Unless otherwise ordered by the Board, the Regulations regarding the future construction of highway crossings are and shall be as follows:—

1. With each application, the railway company shall send to the Secretary of the Board three sets of plans and profiles of the crossing or crossings in question:

## Scale:

Plan.....	400 ft. to an inch.
Profile of railway (Horizontal	400 “
(Vertical	20 “
Profile of highway (Horizontal	100 “
(Vertical	20 “

1st set, for approval by and filing with the Board.

2nd and 3rd sets, to be furnished to the respective parties concerned, with a certified copy of the Order approving of the same.

2. The plan and profile shall show at least one-half mile of the railway each way and 300 feet of the highway on each side of the crossing.



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3. The plan shall show all obstructions to the view from any point on the highway within 100 feet of the crossing, to any point on the railway within one-half mile of the said crossing.

4. The Company shall give the Municipality in which the proposed crossing lies, 10 days notice of the application and copies of the plan, and furnish the Board with proof of service.

5. The road surface of level or elevated approaches, and of cuts made for approaches, to rural railway crossings over highways shall be 20 feet wide.

(a) A strong, substantial fence, or railing, four feet six inches high, with a good post-cap (four inches by four inches), a middle piece of timber (one and one-half inches by six inches), and a ten-inch board firmly nailed to the bottom of the posts to prevent snow from blowing off the elevated railway, shall be constructed on each side of every approach to a rural railway-crossing over a highway where the height is five feet or more above the level of the adjacent ground,—leaving always a clear road-surface of 20 feet in width.

6. Unless otherwise ordered by the Board, the planking, or paving blocks, or broken stone topped with crushed-rock screenings, on rural railway-crossings over highways (between the rails and for a width of at least eight inches on the outer sides thereof) shall be 16 feet wide.

7. In cities, towns, and villages, the width of all kinds of approaches to a railway-crossing over a highway (street or avenue), and of the planking between the rails and on the outer sides thereof, must be regulated by the position of the street and the traffic or the anticipated traffic thereon, but shall not be less than 20 feet wide.

8. Cuts and Fillings on Highway Crossings.—Wherever a cut on the line of railway exceeds 9 feet or a filling thereon exceeds 7 feet at a highway or street crossing, the railway company, before proceeding with the work of construction, shall refer the matter to the Board, with a full statement of the facts and circumstances, that the Board may decide as to the advisability of ordering a separation of grades at the said crossing.

9. In special cases, it may, upon application, be ordered that any existing highway crossing be constructed so as to conform to the foregoing standards and requirements.

By order of the Board,

A. D. CARTWRIGHT,

*Secretary.*

The above regulations were printed and forwarded to Railway Companies subject to the Board's jurisdiction.

## , EXPRESS TRAFFIC INQUIRY.

A further hearing in connection with the above inquiry was held in Toronto on the 25th of May, 1910, and lasted until the 1st of June, and the final hearing was had in Toronto on the 29th of June. A large mass of evidence had been taken in this connection and the judgment of the Chief Commissioner, concurred in by the other members of the Board, was delivered on the 30th day of December, 1910, and copies of the judgment mailed to the Express Companies, and a number of the parties directly interested. As the matter was one of much importance and the judgment the result of a protracted and exhaustive inquiry, arrangements were made with the Government Printing Bureau to have the judgment printed and widely distributed. The full text of the judgment will be found under Appendix "C."



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## JUDGMENTS OF THE BOARD.

A summary of the principal judgments delivered by the Board for the year ending the 31st March, 1911, prepared by the Law Clerk, A. G. Blair, will be found in Appendix "C."

## ROUTINE WORK OF THE BOARD.

## RECORD DEPARTMENT.

Since the publication of the last Annual Report of the Board, this Department has lost the services of Mr. E. W. McNeill, who was appointed Record Officer on the 1st of March, 1909, and resigned from this position on the 1st May, 1910, to accept a more lucrative position in Toronto. It is a matter of much regret that the Board has lost the services of Mr. McNeill, who, during the thirteen months he held office, proved himself to be an efficient and capable officer, possessing qualities that peculiarly fitted him to take charge of this important department of our work. The Board, however, was fortunate in securing his services even for a limited time, during which he systematized the Board's Record Department, and inaugurated many important and useful changes in connection with the handling of the records, which were in danger of becoming congested owing to the very rapid increase in the number of applications, etc., which has taken place during the past four or five years.

The vacancy caused by the resignation of Mr. McNeill has not yet been filled, the Board having placed Mr. C. H. Huband in charge as Acting Record Officer.

The Statistical Branch of the Record Department, of which Mr. F. R. Demers has been given special charge, has proved a satisfactory branch.

In Appendix "J" will be found a table classifying the applications, complaints, etc., made to the Board under the various Sections of the Railway Act and compiled by Mr. Demers.

In the table given below there will be noticed a decrease of 1,443 in the number of files for the year ending the 31st March, 1911, as compared with the previous year.

This decrease is due to an arrangement made under the Board's direction, whereby the Operating Department of the Board took over reports of accidents, reports on stations, and certain other matters pertaining to the Operating Department, which were formerly filed in the Record Department of the Board.

The services of an additional clerk were found to be necessary, and Mr. B. Lyons was added to the staff.

Below is a table of formal applications, complaints, reports on crossings, files made, filings received, outgoing letters, and Orders issued for the year ending the 31st March, 1911.

With regard to the Orders issued for the year ending March 31st, 1911, attention might be called to the amendment to Section 246 of the Railway Act, in consequence of which an Order of the Board is not now required in cases in which telephone, telegraph, or electric light wires are erected across a railway, with the consent of the company, in accordance with any general regulations, plans or specifications approved and adopted by the Board.

The extent to which this amendment has been made use of can be learned by reference to Appendix "J," from which it will be seen that applications for the year ending 31st March, 1911, under Section 246, of the Railway Act, for carrying telephone wires over railway tracks, numbered 288; while, for the previous year, ending the 31st March, 1910, they numbered 970—a reduction of 682. In spite, however, of this large decrease, there were 26 more Orders issued during the past year than in the year ending 31st March, 1910.



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Number of applications made.. . . .	3,828
Number of complaints (informal).. . . .	573
Number of reports on highway crossings.. . . .	281
	<hr/>
Total number of files made during the year.. . . .	4,682
Total number of files made during previous year.. . . .	6,125
	<hr/>
Decrease.. . . .	1,443
Letters and documents received during year.. . . .	39,055
Letters and documents received during previous year.. . . .	30,900
	<hr/>
Increase.. . . .	8,155
Number of outgoing letters during the year.. . . .	35,832
Number of outgoing letters during previous year.. . . .	33,337
	<hr/>
Increase.. . . .	2,495
Number of Orders issued during the year.. . . .	3,336
Number of Orders issued during the previous year.. . . .	3,310
	<hr/>
Increase.. . . .	26

In Appendix "A" will be found a list of the informal complaints made during the year.

### INFORMAL COMPLAINTS.

Attention is again called to the number of informal complaints dealt with by the Board, of which there were 573, as against 494 for the year ending March 31st, 1910. A detailed statement of these complaints, disposed of without a formal hearing, will be found in Appendix "A."

### SECRETARY'S DEPARTMENT.

Since the publication of the last Annual Report the following appointments have been made to the staff, namely: R. J. White, clerk and stenographer, was appointed by Order in Council dated 29th June, 1910, to fill the vacancy caused by the resignation of Mr. G. F. Perley, and Miss May Vaughan has been recommended by the Board to fill the vacancy caused by the resignation of Miss I. M. Vogan, stenographer, which took place on the 10th January, 1911. There was added to the staff Mr. E. J. C. Markgraf, clerk and stenographer, who was appointed by Order in Council under date of the 1st September, 1910, and who resigned his position on the 1st February, 1911. To fill the vacancy caused by his resignation, the Board has recommended the appointment of Mr. R. W. Empey. No other changes have taken place in this Department.

### TRAFFIC DEPARTMENT.

No change has been made in the Staff of this Department since the publication of the last Annual Report. The statement of the Freight Passenger Tariff and Express Schedules filed with the Board between the 1st April, 1910, and the 31st



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March, 1911, will be found with the report of the Chief Traffic Officer in Appendix "B."

## ENGINEERING DEPARTMENT.

The vacancy caused by the resignation of Mr. N. Cauchon, who resigned on the 31st March, 1910, has been filled by the appointment of Mr. A. A. Belanger, by Order in Council dated 6th June, 1910. There has also been added to the Winnipeg Office under charge of Mr. H. A. K. Drury, Assistant Engineer, Miss N. McDonald, stenographer, who was appointed by Order in Council dated 17th June, 1910. No other changes or additions have been made to the staff. The list of examinations and inspections made by the Engineering Department during the year ending 31st March, 1911, will be found in Appendix "F."

## OPERATING DEPARTMENT.

Since the publication of the last Annual Report it has been found necessary to increase the staff in the Chief Operating Officer's office by the appointment of an additional clerk; and Mr. H. H. Ward was, therefore appointed by Order in Council dated 11th February, 1911. The work of this Department has largely increased during the past year; and, in order to carry out the work of inspection more thoroughly, having in view the large extent of territory to be covered, it will be necessary to make further additions to the Operating Staff. The report of the Chief Operating Officer for the year ending 31st March, 1911, will be found in Appendix "F."

## ACCIDENTS.

The schedules to the Report of the Chief Operating Officer shows a large increase in the number of employees killed during the year ending the 31st March, 1911, over the preceding year. This is due to a landslide which occurred on March 24th, 1910, at mileage 86, West of Roger's Pass, Mountain Section of the Canadian Pacific Railway Company, in which fifty-eight employees were killed. It will be noticed that this accident was not shown in the report for the year ending 31st March, 1910, on account of the Company's report not having been received until after the Annual Report of the Board's Chief Operating Officer had been made. The number of passengers killed shows a decrease of twenty-seven for the year ending 31st March, 1911, compared with the previous year; and with regard to other persons killed, a slight decrease is also shown.

## OFFICES OF THE BOARD.

Arrangements have been made through the Public Works Department to furnish the Board with a suitable suite of offices in the Grand Trunk Railway Station building, which are expected to be completed and ready for occupation by the 1st June, 1911. As stated in the previous report of the Board, this will afford much needed relief, as the present offices occupied by the Board are quite inadequate and the work of the Board is retarded owing to lack of accommodation. The new offices will also afford accommodation for necessary increases in the staff from time to time.



## APPENDIX "A."

## LIST OF COMPLAINTS FILED WITH THE BOARD OF RAILWAY COMMISSIONERS, YEAR ENDING MARCH 31st, 1911.

1566. Condition of the fence, and lack of cattle guards, along the right of way of the Canadian Northern Railway Company in the vicinity of Lumsden. Sask.

1567. Condition of the passenger equipment on the Salisbury and Albert Railroad.

1568. Construction of certain smoking cars on the Dominion Atlantic Railway

1569. Exorbitant price charged by the Bell Telephone Company, for extra listings in their Telephone Directory.

1570. Condition of the Canadian Pacific Railway Company's cattle guards, in the vicinity of Enderby, B.C.

1571. Canadian Northern Railway Company, for running through the centre of a farm at Colborne, Ont., cutting off water supply, and not allowing the owner a cattle pass.

1572. Proposed change in location of Grand Trunk Railway Company's station at Lachine, Que.

1573. Condition of the Canadian Pacific Railway Company's track, from Mont Tremblant, Que., north.

1574. Southwestern Traction Company, for not heating their waiting room at Lambeth Village.

1575. Poor connections made by the Dominion Atlantic and Intercolonial Railways, at Truro, N.S.

1576. Excessive rate charged by the Grand Trunk Railway Company for telephone connection with Jordan Station, Ont.

1577. Proposed changes in structure of the Pere Marquette Railway Company's bridge over Sydenham River, Wallaceburg, Ont.

1578. Lack of pick-up and delivery express service in the District of Toronto known as "College Heights" adjoining Deer Park District.

1579. Discrimination in Grand Trunk Railway Company's rates on lumber from Charlton, Ont., to Buffalo, N.Y.

1580. Canadian Pacific Railway Company, for not furnishing a siding and loading accommodation between Broomhill and Tilston, on their extension west from Lauder, Man.

1581. Overcharge on carload of horses and cattle, shipped from Tilbury on the Michigan Central Railway, to Seaforth, on the Grand Trunk Railway.

1582. Additional charge of 25 cents for a seat in the chair car, when there were no seats in the first class car, on a Canadian Pacific Railway train.

1583. Canadian Pacific Railway Company, for using shipping receipts with the owner's risk clause upon them, for shipments of eggs.

1584. Passenger rate charged by the Brockville, Westport and North-western Railway Company, from Brockville to Westport and return.

1585. Canadian Northern Ontario Railway Company, for destroying a water power site, and not providing a satisfactory cattle pass, when building across property near Toronto, Ont.

1586. Dangerous condition of crossing of the Grand Trunk Railway Company, at road between lots 20 and 21, Con. 1, Township of Cramahe.



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1587. Dangerous condition of crossing of the Grand Trunk Railway Company, at road between lots 13 and 14, Con. 1, Township of Cramahe.

1588. Citizen's Telephone Company, for stringing wires across the tracks of the Canadian Pacific Railway Company, at mileage 24.9 and 25.9, Newport Section, Quebec, not in accordance with requirements of the Board.

1589. Rates charged by the Toronto, Hamilton and Buffalo Railway Company, from St. Thomas to Grassies, Smithville, and other points in the Niagara Peninsula.

1590. Canadian Express Company's additional rate of 50 cents per hundred on goods going to Prince Edward Island between December 15th and April 15th.

1591. Canadian Northern Railway Company, for refusing to settle claim for two colts killed and one horse injured by their train, in the vicinity of Fork River, Man.

1592. Lack of fire guards along the line of the Grand Trunk Pacific Railway in Alberta.

1593. Overcharging of a man under the influence of liquor, for a ticket from Warman, Sask., to Edmonton, Alta., at the Canadian Northern Railway Co's. depot.

1594. Trouble experienced owing to the Railway Companies not delivering Performers' baggage by the same train on which they arrive.

1595. Canadian Northern Railway Co's. rate on iron ore from Atikokan Iron Co's. spur at mileage 128.3, Port Arthur Sec., to Port Arthur.

1596. Central Ontario & Temiskaming & Northern Ontario R'y. Cos., for overcharge on shipment of cattle and hogs from Maynooth, Ont., to Haileybury, Ont., May 5th, '09.

1597. Overcharge on shipment of settlers' effects from Mount Forest, Ont., to Netherhill, Sask., via Canadian Pacific and Canadian Northern Railways.

1598. Closing of farm crossing on property at East Florenceville, N.B.

1599. Canadian Northern Railway Company, for destroying farms and not dealing fairly in the purchasing of their right of way, in the vicinity of Port Hope.

1600. Canadian Pacific Railway Company, for not stopping their trains Nos. 7 and 8 at Bruce Mines, and exceeding speed limit over diamond crossing at that point.

1601. Delay to cars of produce shipped from Blenheim, Ont., on the Père Marquette Railway.

1602. Overcharge on shipment of settlers' effects from Milestone, Sask., to Kindersley, Sask.

1603. Grand Trunk Railway Company, for refusing to hand over to the Canadian Pacific Railway Company, at Toronto, shipments from Stratford, Ont., to Quebec, Que., which are billed to Toronto only, via the Grand Trunk Railway.

1604. Condition of hand brakes on freight cars of the Michigan Central Railroad.

1605. Refusal of the Bell Telephone Company, to abide by agreement made with a society relative to the building of a short suburban telephone line to connect with the Bell Telephone Co's. line at the City limits, London.

1606. Increase in express rates from Halifax to Charlottetown across the Strait of Northumberland, between Dec. 15th and April 15th.

1607. Delay in transfer of express from the Canadian Pacific Railway to the Temiscouata Railway at Rivière du Loup and Edmundston.

1608. Canadian Pacific Railway Company, for extending a private siding at Port Arthur, Ont., to other firms, resulting in the business of the firm for whom the siding was originally constructed, being interfered with.

1609. Defective condition of the Grand Trunk Railway Company's stock yards at Newtonville.

1610. Defective condition of the Grand Trunk Railway Company's stock yards at Port Hope.



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1611. North American Telegraph Co., Ltd., for not carrying out agreement made with the Ernestown Rural Telephone Co., Ltd., December 1st, 1909.

1612. Dangerous crossing of the Canadian Pacific Railway Company, in the Village of Palgrave, Township Albion.

1613. Failure of the Great Northern Railway Company to supply cars for service between Neddaugh's siding and Vancouver.

1614. Discrimination in fares on the Windsor, Essex and Lake Shore Rapid Railway.

1615. Dangerous condition of station, and poor freight shed accommodation provided by the Canadian Northern Quebec Railway Company, at St. Cuthbert, Que.

1616. Poor service on the Père Marquette Railroad, for stock shipments from Harrow to Montreal, via London.

1617. Lack of fences on the Canadian Northern Railway Company's spur from Ochre River.

1618. Dangerous condition of fences, and scarcity of crossings and cattle guards along the right of way of the Atlantic & Lake Superior Railway, in the Parish of St. Omer, Que.

1619. Delay of the Grand Trunk Railway Company, in furnishing siding accommodation at New Toronto.

1620. Excessive and unnecessary whistling of the Hull Electric Railway Company's cars, approaching the Golf Links Station.

1621. Lack of cattle guards at the crossings of the Canadian Northern Railway Company, in the vicinity of St. Albert, Alta.

1622. Alberta Railway & Irrigation Company, for shortage in shipment of household goods, billed from Lethbridge, Alta., to Concord, Montana.

1623. Damage to property due to floods, at St. Paulin, range du Petit St. Charles.

1624. Horses killed on the Canadian Pacific Railway Company's track near Kisbey, due to cattle guards being filled with snow.

1625. Blocking of crossing by the Canadian Pacific Railway Company, on the west side of the Gatineau River, Cascades, Que.

1626. Overcharge by the Temiscouata Railway Company, on shipment of poles to Montreal.

1627. Proposed increase in carload minimum weights for canned goods, groceries, etc.

1628. Refusal of the American Express Company to carry shipment of wall paper to points in the Eastern Townships, under Section "B" tariff.

1629. Damage to farm in the vicinity of Viscount, Sask., by the Canadian Pacific Railway Company's snow fences.

1630. Canadian Pacific Railway Company, for not settling for right of way and damage to property on their Regina, Saskatoon and North Saskatchewan Branch.

1631. Canadian Pacific Railway Company, for not constructing a crossing over their tracks on the road from Enderby to Salmon Arm Road.

1632. Canadian Northern Railway Company, for failing to settle for right of way on its Goose Lake Branch, N.E. 14 and S.E. 23-33-10, W. 3.M.

1633. Rates on western grain from Georgian Bay ports to points east of Montreal.

1634. Conditions at the crossing of the main street of Ridgeway, and the Grand Trunk Railway.

1635. Lack of regular train service and a Station Agent at Aldergrove, B.C., on the line of the Vancouver, Victoria and Eastern Ry. (G.N.R.)

1636. Loss of two colts, owing to the Canadian Northern Railway Company's gate at crossing on farm, N.W. 2-50-2, W.4.M. Alberta, swinging towards their line, the farm owner refusing to go onto their right of way to close it.

1637. Lack of cattle guards on the line of the Canadian Northern Railway Company, in the vicinity of Blackfoot, Alta.



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1638. Canadian Northern Railway Company, for not compensating owner for the loss of a box of goods shipped from Fort Francis, Ont., to Petit Rocher, P.Q.

1639. Freight rates on wood pipe from New Westminster, B.C., to Hedley and Princeton, B.C., on the Great Northern Railway, as compared to the rates on the Canadian Pacific Railway.

1640. Canadian Pacific Railway Telegraph Company for overcharge, viz.: charging the full day commercial rate in place of press rates.

1641. Condition of cattle guards on the Canadian Northern Railway in the vicinity of Togo, Sask.

1642. Closing of a farm crossing by the Canadian Pacific Railway Company at Bow Island, Alta.

1643. Canadian Northern Railway Company for refusing to settle claim for the killing of a calf on their line near Kashaboive, Ont.

1644. Fencing of the Canadian Pacific Railway Company, at Arden, Man., and the taking of gravel by that Company from a private property.

1645. Excessive rates charged on a cow and calf shipped from Hull to Kazabazua, by the Canadian Pacific Railway Co.

1646. Rates of the Dominion Express Company between Brantford and Kenora, Ont., and from Brantford to Rainy River.

1647. Dangerous condition of crossing  $1\frac{1}{4}$  miles east of Schaw Station, on the Canadian Pacific Railway.

1648. Dangerous condition of the crossing at Leslie's Station, on the Canadian Pacific Railway.

1649. Dangerous condition of the crossing  $1\frac{1}{4}$  miles east of Leslie's on the Canadian Pacific Railway.

1650. Dangerous condition of the crossing  $2\frac{1}{4}$  miles east of Leslie's on the Canadian Pacific Railway.

1651. Dangerous condition of crossing between Moffatt and Corwhin Stations, at the 11th Concession line, on the Guelph and Goderich Branch of the Canadian Pacific Railway.

1652. Overcrowding and lack of ventilation in Pullman cars.

1653. Discrimination by the Canadian Northern Railway Company in favor of Peter Lyall & Sons, in rates on gravel.

1654. Rate of the Boston and Maine R. R. Co., on scrap iron from Capelton to Sherbrooke.

1655. Ruling of Cartage Agents of the different railways in London, Ont., that all orders for teams must be received by 2.00 p.m., owing to instructions issued by the railroads that no freight will be accepted at the sheds for shipment after 5.00 p.m. Also non-delivery of freight in the afternoons.

1656. Poor passenger service provided by the Grand Trunk Railway Company between Buffalo and Dunville and intermediate points.

1657. Alleged discrimination by the Canadian Pacific Railway Company against the Village of Balcarres, Sask., in grain rates.

1658. Canadian Express Company charging 25 cents for remitting money paid for goods shipped C.O.D.

1659. Refusal of the Grand Trunk Railway Company to carry fish shipments from Port Dover and Port Maitland on passenger trains, except by express.

1660. Overcharge by the Canadian Northern Railway Company on shipment of horses from Jarvis, Ont., to Kindersley, Sask.

1661. Lack of fences along the Canadian Northern Railway through properties in Vermilion District, Alta.

1662. Rates on wheat from Balmoral, Cunton, and Teulon to Fort William, by the Canadian Pacific Railway Company.

1663. Treatment of the body of F. Limosi, who was killed by a Canadian Pacific Railway passenger train near Nairn Centre Station, June 7th, 1910.



1664. Proposed closing of Simplex Street, in the village of St. Pierre, by the Grand Trunk Railway Company.

1665. Refusal of the Canadian Northern Railway Company to settle claim for mare killed at Ogilvie, Man.

1666. Crossing of the wires of the Central Electric Light Co., over the Canadian Pacific Railway at Tupper Street, Portage La Prairie, not being in accordance with the Standard conditions and specifications of the Board.

1667. Crossing of the wires of the Central Electric Light Co., over the Canadian Pacific Railway at Main Street, Portage La Prairie, not being in accordance with the standard conditions and specifications of the Board.

1668. Proposed Canadian Pacific Railway spur on a lane in the City of Brandon, south of Pacific Avenue and running from a point east of First Street to the Eastern Boundary of Tenth Street.

1669. Refusal of the Canadian Northern Railway Company to settle a claim for injury to a horse at loading platform at McCreary, Man.

1670. Lack of fencing on the Canadian Pacific Railway in the vicinity of Nutana, Sask., resulting in the loss of two horses.

1671. Refusal of the Canadian Pacific Railway Company to settle claim for seven cattle killed owing to their fence being down, near Beverley Station, Sask.

1672. Dangerous condition of public road on the south shore of St. Francis River, between Melbourne and Brompton, which was constructed by the Orford Mountain Railway Co. (C.P.R.)

1673. Removal of articles from a trunk while in transit from Blyth, Ont., to Daysland, Alta., via the Canadian Pacific Railway.

1674. The sudden dropping of the gates at the Canadian Pacific Railway crossing on George Street, Peterboro, Ont., in front of a pedestrian while crossing.

1675. Ruling of Railways in Canada that mileage books may not be used by more than one person.

1676. Shortage in a shipment of household goods, from Claresholm, Alta., to Conrad, Montana.

1677. Removal of a fence and the spoiling of hay by the Grand Trunk Pacific Railway Company, at Wabanum, Alta.

1678. Infringement of the Canadian Northern Railway right of way (formerly old Rer River Valley Railway), on the Pembina Highway, near the bridge of St. Jean, Municipality of Montcalm, Man.

1679. Lack of fire guards along the line of the Canadian Northern Railway in the District west of Vermillion, Alta.

1680. Height of the tread-steps of the cars of the Montreal Park & Island Railway Company.

1681. Refusal of the Grand Trunk Pacific Railway Company to furnish a cattle pass on a farm in the N.W.  $\frac{1}{4}$  of Sec. 28, Tp. 34, Range 27, W. 2 M., Sask.

1682. Discrimination by the Toronto, Hamilton & Buffalo Ry. Co., and the Grand Trunk Ry. Co., against the City of Brantford as to the granting of commutation rates.

1683. Killing of a cow on the Canadian Northern Railway  $2\frac{1}{2}$  miles east of Ranfurly, April 24th, 1910.

1684. Violation of the Railway Act by the Chatham, Wallaceburg and Lake Erie Railway Company, in the operating of their railway in the City of Chatham.

1685. Delay to freight from Winnipeg to La Pas, Sask., via the Canadian Northern Railway; also the shipping of freight in coal cars by that Company.

1686. Inadequate car supply on the Canadian Northern Quebec Railway, especially for shipments between St. Elizabeth and St. Cuthbert, Que.

1687. Telegraph rates of the Canada Atlantic Railway Co. (G.T.R.), being above the regular rate to points in Ontario.



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1688. Switching charge by the Canadian Pacific Railway Company on a car ordered to Brandram Henderson Co's. Siding, Montreal.

1689. Grand Trunk Pacific Railway Company, for not providing a suitable crossing at a homestead in the S.E.  $\frac{1}{4}$  of Sec. 36, Tp. 53, Range 10, W. 5 M., Alta.

1690. Canadian Northern Railway Company, for not furnishing a farm crossing on the S.E.  $\frac{1}{4}$  of Sec. 32-14-21, Manitoba, also the unsatisfactory condition of crossing on the N.W. quarter of same section.

1691. Damage to property in S.E. and N.W.  $\frac{1}{4}$  Sec. 32-19-21, W. 2 M., Sask., by fire, caused by a Canadian Northern Railway engine.

1692. Inadequate train service between Ridgeway and Buffalo on the Grand Trunk Railway.

1693. Bay of Quinte Railway Company, for refusing to carry a passenger from Harrowsmith to Kingston.

1694. Closing of a crossing on a farm at St. Leonard, N.B., by the Canadian Pacific Railway Company.

1695. Closing of a crossing on a farm at St. Leonard, N.B., by the Canadian Pacific Railway Company.

1696. Closing of a crossing on a farm at St. Leonard, N.B., by the Canadian Pacific Railway Company.

1697. Accumulation of railways along one line,—requesting a deviation of the C.P.R. or G.T.P. where they propose crossing the South Saskatchewan, near Coxby.

1698. Lack of fencing and farm crossing on the Canadian Northern Railway through farm in the N.E. 28-24-28, W. 2, Sask.

1699. Inadequate fruit train service from Grimsby, Beamsville, Winona, and Grimsby Park.

1700. Overcharge on bark, shipped to Kingston from various points on the Gatineau Railway, by the Canadian Pacific Railway Company.

1701. Canadian Northern Railway Company, for not settling for right of way on N.W.  $\frac{1}{4}$  of Sec. 32 and 33, W. 1 M., Man.

1702. Scarcity of cars for loading hay on the line of the Canadian Northern Railway at Berthierville, Que., and other points in that vicinity.

1703. Canadian Pacific Railway Company, for late delivery of an excursion, Lindsay to Guelph, and for not allowing the Institution running the Excursion, a percentage of the proceeds.

1704. Edmonton City Street cars passing over a railway crossing without the Conductor getting off in the proper manner and giving the Motorman a "clear" signal.

1705. Action of the Montreal and Southern Counties Railway Co., in changing its rule in regard to accepting tickets issued by the G.T.R.,—with less than two days' notice.

1706. Proposed transfer track connecting the Canadian Northern Railway with the Canadian Pacific Railway on First Street, Brandon, Man.

1707. Lack of fencing on the Canadian Northern Railway through farm in the Township of Cardiff, County of Haliburton.

1708. Excessive rate charged by the Dominion Express Co. on a jug of mineral water, shipped from Perth, Ont., to Morrisburg.

1709. Blocking of crossing with cars by the Canadian Pacific Railway Company, at North Claremont, Ont.

1710. Shipments originating in the United States being diverted from the routing given on the bills of lading, resulting in extra charges for cartage.

1711. Unsatisfactory service given by the Canadian Northern Quebec Railway Company at Ste. Sophie de la Corne.



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1712. Unsatisfactory service given by the Canadian Northern Quebec Railway Company at New Glasgow, Que.

1713. Refusal of the New Ontario Transmission Company to carry goods on the Sturgeon Lake.

1714. Service received from the Simcoe, Huntsville and Lake of Bays Navigation Company.

1715. Lack of fencing on the Canadian Pacific Railway through farm in the vicinity of Ralph Station, Sask.

1716. Dismissal of an employee from the service of the Canadian Northern Railway Company at Calgary, Alta., without good cause.

1717. Excessive charges on a shipment of extracts and jelly powder from Toronto to Vancouver by the Grand Trunk Railway Company.

1718. Lack of a proper private crossing on farm half mile east of Quadra Siding, being in Sec. 28-13-25, W.P.M., Man., on the Grand Trunk Railway.

1719. Refusal of the Canadian Pacific Railway Company to refund for unused return portion of ticket, Yorkton to Gretna.

1720. Overcharge by the Canadian Pacific Railway Company on dry batteries between Toronto and Montreal.

1721. Lack of fire guards on the Canadian Northern Railway between Stettler and Red Deer River.

1722. Lack of fencing on the Canadian Northern Railway, Prince Albert to Battleford line, in the neighbourhood of the Townsite of Shelbrook.

1723. Four horses killed on the Canadian Pacific Railway at S.W. Sec. 14-39-27, W. 4, Alta., owing to the Railway Company's Engineers taking the fence down.

1724. Refusal of the New York and Ottawa Railway Company to allow a party to ride on regular train, Newington to Cornwall, after selling him an excursion ticket.

1725. Refusal of the Grand Trunk Railway Company to pay claim for value of oil lost in transit, Toronto to Belleville.

1726. Closing of farm crossing by the Canadian Pacific Railway Company, east of Rockhaven on the Maniwaki Branch.

1727. Refusal of the Canadian Northern Railway Company to pay claim for cow killed near the town of Davidson, Sask., owing to the right of way not being fenced.

1728. Inadequate train service provided by the Canadian Pacific Railway Company at Indian Head, Sask.

1729. Discrimination in lumber rates between Warman and Lloydminster, on the Canadian Northern Railway.

1730. Incompetent men operating passenger trains on the Grand Trunk Railway out of London, Ont.

1731. Refusal of the Canadian Pacific Railway Company to settle claim for two heifers killed on their line at Creston, B.C.

1732. Proposed crossing of the Gugy Estate by the Quebec Railway Light and Power Co., with a branch from a point near Beauport Station to the Kent House, Montmorency Falls.

1733. Failure of the Canadian Northern Railway Company to fence their line through farm in the vicinity of Craik, Sask.

1734. Flooding of cellars and lands at St. William, owing to the Grand Trunk Railway Company damming the water back.

1735. Damage to hay lands in the locality of Big Valley, south of Stettler, owing to engines of the Canadian Northern Railway Company setting fires.

1736. Vessels, going into load on the Fraser River, having to lower their masts in order to get under the wires of the British Columbia Electric Railway Company.

1737. Excessive freight rates charged by the Canadian Pacific and Grand Trunk Railway Companies on folding paper boxes, Ottawa to Montreal.

1738. Proposed line of the Canadian Northern Railway Company along South Railway Street, in the City of Regina.



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1739. Refusal of the Grand Trunk Railway Company to deliver to or accept freight from a Toronto firm.

1740. Use of spur on Railroad Alley, Hagersville, by the Michigan Central Railroad Company, for a general business siding, when it was constructed on the understanding that it be used for a milling company only.

1741. Delay of the Canadian Pacific Railway Company in furnishing siding on the Fort William Industrial and Development Company's site on Christina Street.

1742. Existing conditions on the Canadian Northern Quebec Railway Company's St. Jerome-Arundel line, as to seating accommodation, lack of men to handle baggage, and defective track.

1743. Action of the Canadian Northern Railway Company in removing the Agent and closing the station at Silver Mountain, Ont.

1744. Cow killed on the Canadian Pacific Railway near Killam, Alta., owing to the cattle guards being of no use.

1745. Inefficiency of cattle guards in use on the Grand Trunk Pacific Railway in Alberta.

1746. Lack of fencing on the Canadian Northern Railway through farm near Kakabeka Falls, Ont.

1747. Discrimination by the Canadian Pacific Railway Company in rates on coal from Fort William and Port Arthur to Lang, Sask.

1748. Discrimination in express and cartage service in the City of Hamilton, Ont., in favour of the older portions of the City.

1749. Condition of the Grand Trunk Pacific Railway Company's crossing on road allowance between Sections 28 and 29, in Tp. 34, Range 27, W.2.M., Sask.

1750. Inadequate accommodation provided by the Grand Trunk Railway Company between Ste. Martine and Beauharnois.

1751. Action of the Temiscouata Railway Company in closing up Otterburn flag station.

1752. Cow killed on the Canadian Northern Railway near Vista, Man., owing to there being no cattle guards.

1753. Incompetent men used in the train service of the Grand Trunk Railway during the strike.

1754. Unsatisfactory train service on the Winnipegosis Branch of the Canadian Northern Railway.

1755. Rates charged by the Great Northern Railway Company on lumber from Tynehead to Cloverdale.

1756. Unsettled claim against the Grand Trunk Railway Company on farm implement shipped from Montreal to St. Ephren Station, Que.

1757. Extra charge for ordinary baggage by the Otonabee Navigation Company, when same has been checked through from Toronto to Sturgeon Point by the Canadian Pacific Railway Company.

1758. Canadian Northern Railway Company entering on lands at Clarkleigh, Oak Point, damaging same, and refusing to pay for the damage or the land.

1759. Overcharge by the Dominion Express Company on shipment of strawberries from Burlington, Ont., to Winnipeg and Brandon.

1760. Unsatisfactory farm gates supplied by the Great Northern Railway Company.

1761. Canadian Northern Railway Company, for not fencing their line and not paying for right of way across farm near Camrose, Alta.

1762. Dangerous condition of bridge over the Atlantic and Lake Superior Railway at Rock Cut, New Richmond.

1763. High classification of the railroads for shipments of logs and piling from the vicinity of Port Arthur, Ont., to Winnipeg.

1764. Canadian Pacific Railway Company, for pumping out the refuse of their softening plant at Wapella, Sask.



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1765. Differential rate of one cent per hundred pounds which exists against the Port of Halifax.

1766. Excessive Immigrant fares from the Port of Halifax.

1767. Discrimination in express rates against the Port of Halifax.

1768. Failure of the Canadian Pacific and Canadian Northern Railway Companies to supply sufficient cars for shipments from Berthierville, Que.

1769. Proposed construction of spur for the Canadian General Electric Company across Park Street and along Albert Street, Peterborough.

1770. Failure of the Canadian Pacific Railway Company to furnish palace horse car at St. John for shipment of horses to the west.

1771. Discrepancies in passenger rates from Aldergrove, B.C., to New Westminster and Vancouver, on the Great Northern Railway.

1772. Rate on hay from Toronto, Montreal and principal points in the East, to the West.

1773. A party having to pay fare over the Grand Trunk Railway from Toronto to Gananoque, when holding transportation via the Canadian Pacific Railway, owing to incorrect information given by the G.T.R. employees at Hamilton.

1774. Unsatisfactory cattle guards on the Grand Trunk Pacific Railway in the vicinity of Yarbo, Sask.

1775. Unsettled claim against the Canadian Pacific Railway Company for excess freight charges on five cars of lumber shipped from Fassett, Que., to St. Timothée.

1776. Excessive rate charged for trains to pick up pulpwood and piling on the Port Arthur and Duluth Extension, of the Canadian Northern Railway.

1777. Atlantic & Lake Superior Railway Company, for unloading a shipment of hay at Caplin, Ont., into mud, and in the open air, not notifying the Consignee until two days after, resulting in damage to the hay.

1778. Stop over at points on the Canadian Pacific and Grand Trunk Railways.

1779. Delay in opening for traffic, the Thunder Hill Branch of the Canadian Northern Railway from Pelly Siding west.

1780. Refusal of the Canadian Pacific Railway Company to settle claim for cow killed near Chaplin, Sask.

1781. Overcharge on carload of oats from Hepburn, Sask., to Nakusp, B.C., via Canadian Northern and Canadian Pacific Railways.

1782. Inadequacy of the cattle guards installed at the crossings of the Grand Trunk Railway in the vicinity of Camperdown, Ont.

1783. Agreement between Brantford City Council and the Brantford Street Railway Company, providing for a year's extension on the completion of the Eagle Place and West Brantford lines.

1784. Lack of a suitable public crossing to and from the station at Guelph Junction, on the Canadian Pacific Railway.

1785. Failure of the Grand Trunk Railway Company to furnish C.P.R. refrigerator for shipment of apples from Belleville, Ont., to Winnipeg.

1786. Rate charged by the Bell Telephone Company for a residential phone in the City of Toronto.

1787. Rate charged by the Bell Telephone Company for residential phone in the City of Toronto.

1788. Residential telephone rate on De Lisle Street, Toronto.

1789. Discontinuance of a Telephone service by the Bell Telephone Company in the City of Toronto, owing to the Subscriber using unseemly language to "Central."

1790. Lack of a shelter for passengers at Merle Siding on the Brandon & Regina Extension of the Canadian Northern Ry.

1791. Young, inexperienced officials on the railways being the cause of accidents which result in the dismissal of the train hands and sectionmen.

1792. Blocking of crossing of the Central Ontario Railway on main road between the Town of Trenton and the Grand Trunk Railway Depot.



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1793. Handling of freight by the Windsor, Essex and Lake Shore Rapid Railway Company in the business part of the Town of Essex, also of the team track on Main Street.

1784. British Columbia Electric Railway Company calling their stop at "Cheese Factory"—Langley.

1795. Rate on petroleum and its products from Petrolia, Ont., to Winnipeg, Man., via Grand Trunk, Canadian Pacific, and Canadian Northern Railways.

1796. Lack of cattle guards in the vicinity of Rama, Sask., on the Winnipeg-Edmonton line of the Canadian Northern Railway.

1797. Inadequate car supply for sand shipments from Hamilton, Ont., to Guelph, Ont.

1798. Canadian Pacific Railway Company not settling claims for overcharge in switching in the Montreal Terminals, Union Jacques Cartier Jct., to Mile End.

1799. Failure of the Grand Trunk Railway Company to furnish means of transportation to Montreal for passengers on train No. 57 derailed about eighteen miles from Montreal, August 28th, 1910.

1800. Non-settlement of claim against the Canadian Pacific Railway Company for loss of shipment of sugar from Regina to Trossachs, Sask.

1801. Lack of crossing over the Grand Trunk Pacific Railway on property at Spruce Grove, Alta.

1802. Discrepancies in rates on flour from Lemberg to Winnipeg and Fort William via the Canadian Pacific Railway.

1803. Car shortage on the Grand Trunk Railway at St. Remi, Que.

1804. Damage to crops on a farm at L'Annonciation, Que., owing to the farm gate on the Canadian Pacific Railway being left open.

1805. Connection between the Canadian Pacific and Kingston and Pembroke Railways at Sharbot Lake.

1806. Removal of fences and unsatisfactory drainage on the Brockville, Westport and Northwestern Railway (C.N.R.) at Delta.

1807. Unsatisfactory condition of crossings on the Canadian Northern Railway in the Rural Municipality of St. Francois Xavier, Man.

1808. Proposed crossing of the gravel road in the Township of Sidney, east of Lot 32, Con. 1, by the Canadian Northern Ontario Railway.

1809. Canadian Northern Railway Company not publishing tariff covering through rates on coal, Rosetown to Kindersley.

1810. Treatment received by passenger travelling from Cornwall to Ottawa, Sept. 9th, 1910, by Ottawa & New York Railway special train.

1811. Train service on the Prescott Branch of the Canadian Pacific Railway, September 11th, 1910; also against conditions at Brays.

1812. Excessive rates charged by McDonald & O'Brien, Contractors, for the carriage of pulpwood and other commodities, on the National Transcontinental Railway.

1813. Damages to the Gordon Creek property at Yale, B.C., by the Canadian Pacific Railway Company.

1814. Refusal of the Canadian Northern Railway Company to furnish a crossing at Banning, Ont.

1815. Lack of sleeping car accommodation on the Canadian Pacific Railway from Winnipeg, September 6th, 1910.

1816. Excessive freight rates on car of settlers' effects from Sumas, Wash., to Muenster, Sask.

1817. Non-settlement of a claim against the Canadian Northern Railway Company for loss of goods shipped from Rosetown to McLean, Sask.

1818. Damage to flowage of property, being part of Lot 3, Con. 4, Township of Yarmouth, by the London & Lake Erie Transportation Company.

1819. Rate charged by the Bell Telephone Company for a residential phone at Deer Park, Toronto.



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1820. Failure of the Grand Trunk Railway Company to supply sufficient cars for hay shipments at St. Michael de Napierville.

1821. Construction of spur line by the Canadian Northern Railway Company from old E. Y. & P. line across a private property and River Street into a lumber yard on south side of the Saskatchewan River, in the City of Strathcona.

1822. Fencing up of a township line at Whitla, Alta., by a Railway Company, thus separating a Settler's homestead from his pre-emption.

1823. Increased rate charge by the Dominion Atlantic Railway Company on fish shipments between Digby and St. John.

1824. Rate charged by the Canadian Pacific Railway Company on meat meal, Toronto to London.

1825. Train service on the Grand Trunk Railway between Canfield Jct., and Cayuga, Ont.

1826. Excessive cartage charge on shipment of fruit by the Dominion Express Company at Edmonton, Alta.

1827. Coldness of the Section dwellings on the Hudson Bay & Saskatchewan Railway, (C.N.R.).

1828. Train service provided by the Canadian Pacific Railway Company at Cheadle, Alta.

1829. Blocking of the Canadian Pacific Railway Horne Ave. crossing at Mission City, owing to cars being left on the crossing.

1830. Excessive express charges on a canoe shipped from Maniwaki to Brockville.

1831. Discrimination in rates on live stock between Woodstock and St. Marys.

1832. Quebec, Montreal & Southern Railway Company neglecting to maintain its fences and cut the weeds along the line opposite properties Nos. 42, 51, 52 and 54 in the Parish of Veorennés, Que.

1833. Increase in rates on live hogs from various points to Toronto.

1834. A Railway Company crossing property at Lumsden, Sask., and not settling for same.

1835. Blocking of Elizabeth Street crossing (now Runnymede Road) Toronto, by the Canadian Pacific Railway Company.

1836. Grand Trunk Pacific Railway Company fencing across the road allowance between Sections 13 and 14, Township 53. Range 5, w. 5 m., Alta., without putting in a crossing.

1837. Excessive rate charged by the Canadian Pacific Railway Telegraph Company for telegrams to Fort George.

1838. Damage to household effects while in transit, Montreal to Calgary, via the Canadian Pacific Railway.

1839. Price charged for magazines and periodicals at book stalls on the Railways.

1840. Rates of the Canadian Pacific Railway Company on incoming and outgoing freight at Kenora.

1841. Rate charged by the Bell Telephone Company for a telephone at Westboro, Ont.

1842. Canadian Pacific Railway Company making a stop-off charge on shipments of lumber at North Bay, Ont.

1843. Bell Telephone Company charging a commercial rate of \$45.00 per annum for a residential phone in the City of Toronto.

1844. Excessive telephone rates charged by the Bell Telephone Company for telephones just outside city limits.

1845. Express service provided by the Dominion Express Company at Tilston, Man., the Agent at that point refusing to collect express tolls.

1846. Grand Trunk train No. 63, Muskoka Express, not stopping at Kilworthy, Ont., for a passenger who held a ticket for that point.

1847. Telephone Service provided by the Bell Telephone Company from Montreal to Lachine.



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1848. Montreal Light, Heat and Power Company not allowing a reduction in rate unless a contract with them for five years is signed.

1849. Freight classification on gas.

1850. Exorbitant charge made by the Bell Telephone Company for extension telephones and attachments in the City of Toronto.

1851. Non-settlement of claim against the Canadian Pacific Railway Company on car of fish from Port Arthur to Toronto.

1852. Canadian Pacific Railway Company, for steer killed owing to their cattle guards not being effective.

1853. Canadian Northern Railway Company, for cow killed at Somerset, Man., on account of the fencing not being in good condition.

1854. Change of time of departure of Canadian Pacific Railway North Shore train from Union Station, Ottawa, without reasonable notice of same.

1855. Overcharge on a parcel of books by the Dominion Express Company, shipped from Calgary to Stettler.

1856. Canadian Pacific Railway Company, for not giving satisfaction in the matter of claims for lost and damaged freight.

1857. Canadian Express Company, for refusing to settle a claim for loss of an oyster apil while in transit Whitechurch to London, Ont.

1858. Rate on potatoes from Port Arthur to Winnipeg as compared to rate from Winnipeg to Port Arthur.

1859. Canadian Pacific Railway Company not settling fully for damages caused by fire at Haywood, Man., started by their locomotive.

1860. Lack of fencing on the Canadian Pacific Railway in the vicinity of Castlegar Jct., B. C.

1861. Bell Telephone Company, for cutting off a Merrickville Subscriber's connection with Burritts' Rapids and Kilmarnock, making his phone practically useless to him and refusing to remove it until expiration of contract.

1862. Delapidated condition of the Grand Trunk Railway Company's Ferguson Avenue Station, Hamilton, Ont.

1863. Delay to freight from Hamilton and Toronto for Corunna, owing to it being held up by the Canadian Pacific, Grand Trunk and Toronto, Hamilton and Buffalo Railway Cos.

1864. Delay to car of flour shipped to Caraquet, N.B., from Dresden, Ont.

1865. Refusal of the Canadian Pacific Railway Company to settle claim for overcharge on coal shipped from Prescott to Perth.

1866. Refusal of the Canadian Pacific Railway Company to settle claims for loss of hay and cattle killed at Pilot Mound, Man.

1867. Poor time made by train No. 73 on the North Shore Montreal-Ottawa line of the Canadian Pacific Railway.

1868. Temiscouata Railway Company charging a minimum weight of 40,000 lbs. on car-loads of lumber from Cabona, Que. to all Canadian points.

1869. Proposed diversion of La Cote St. Etienne road, between lots 274 and 275, on the Canadian Northern Ontario Railway in the Parish of St. Benoit.

1870. Discrimination by the Railways in the matter of delegates' fares to attend annual conventions.

1871. Non-delivery of a lettergram from Winnipeg, Man., to a party in Huron, S. Dak., by the Canadian Pacific Railway Telegraph Co.

1872. Refusal of the Canadian Pacific Railway Company to settle claim for a heifer killed on their line near Tuffnell, Sask.

1873. Killing of two young colts on the Waltham Branch of the Canadian Pacific Railway owing to alleged carelessness on the part of the train crew.

1874. Excessive rates charged by the Upper Columbia Transportation Company on household effects from Golden to Wilmer.



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1875. Cow killed on the Grand Trunk Pacific Railway near Edgerton, Alta., owing to the crossing not being in proper shape.

1876. Discrimination in rates by Express Companies, in favour of Mail Order Houses in Toronto.

1877. Caraquet and Gulf Shore Railway Company, for not settling claim for damage to shipment of flour from Dresden to Caraquet, N.B.

1878. Canadian Pacific Railway Company charging two cents more for grain haulage from Midale, Sask., than the Canadian Northern Railway Company charge from a competitive point just south of Midale.

1879. Lack of cattle guards at crossings of the Canadian Pacific Company in the Township of Matchedash.

1880. Discrimination by the Railway Companies in rates on sheathing paper, Hawkesbury to Winnipeg.

1881. Refusal of the Canadian Pacific Railway Company to settle claim for cow killed near Nakusp, B.C.

1882. Proposed change in location of G.N.W. Telegraph Office and Canadian Express Company's office, from a point in the village of St. George, Ont., to the Grand Trunk Railway Station.

1883. Supplying of stale drinking water and lack of drinking cups in coaches of trains between Lethbridge and Carmangay, on the Canadian Pacific Railway.

1884. Delay in construction of crossing which the Board ordered across Henderson Street, Grayson, on the Canadian Pacific Railway.

1885. Bell Telephone Company, for changing the rate of a Subscriber at Lachine Locks, Que.

1886. Discrimination in the matter of week-end fares by the Canadian Pacific Railway Company in favour of Cities.

1887. Delay at Fort Frances owing to the Canadian Northern Railway Company running no trains, on account of burnt bridge at Rainy River.

1888. Lack of fencing on the Canadian Pacific Railway in the Townships of Ralph, Buchanan and Wylie, County of Renfrew.

1889. Algoma Central Railway Company, for furnishing small cars instead of the standard size at Island Lake; also *re* lack of shelter at that point.

1890. Grand Trunk Railway Company, for neglecting to maintain the ditches along its right of way on lot 215 of the Parish of St. Blaise, Que., resulting in serious damages.

1891. Ashdown Hardware Company, Calgary, Alta., refusing permission to the Canadian Pacific Railway Company to extend their spur or cross their property in order to provide siding facilities for another firm.

1892. Lack of fencing on the Canadian Pacific Railway between Castlegar Jct., and Trail.

1893. Refusal of the Canadian Pacific Railway Company to settle claim for damage to household goods shipped from Montreal to Fort William.

1894. Loss sustained owing to delay to shipment of cattle from Mundare and Vermilion on the Canadian Northern Railway, to the Canadian Pacific Railway Yards at Winnipeg.

1895. Losses on hogs in shipments picked up at various places along the line, owing to Conductors not being responsible for the count of the number of hogs loaded at each point.

1896. Slow handling of stock by the Canadian Pacific Railway Company, from Solsgirth, Man.

1897. Canadian Northern Railway Company, for not settling for cattle killed near Altamont, Man.

1898. Conditions of fencing and ditching, and lack of farm crossing on the Canadian Northern Quebec Railway, and condition of drainage on the Canadian Pacific Railway in the Parish of Portneuf, Que.



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1899. Proposed spur of the Canadian Northern Railway Company running from Russell Street to Fifth Street in the City of Brandon, Man.

1900. Overcharge on a shipment of wire barrel whoops, made from Montreal to Moosejaw on November 27th, 1909, via Merchants-Mutual Line to Fort William, thence Canadian Pacific Railway to destination.

1941. Delay in getting stock unloaded in the Canadian Pacific Railway Yards at Winnipeg.

1902. Poor facilities for handling stock on the Canadian Northern Railway.

1903. Note in freight classification on safes, reading,—“Safes of 1,000 pounds each or over to be loaded and unloaded by owners.” Canadian Classification No. 14, Iron Safes, Item 48.

1904. Canadian Northern Railway Company, for removing plank from the public crossing on the Morris and Brandon Branch, Tps. 7 and 8, Ranges 17 and 18, Municipality of Oakland, Man.

1905. Delay to telegrams between Spy Hill and Langenburg, via the Canadian Pacific Railway Telegraph.

1906. Grand Trunk Railway Company, for not refunding a passenger for extra expenses caused by strike, it being necessary for him to return to Brantford from North Bay via Sudbury.

1907. Michigan Central Railway Company, for refusing to honour Tariffs C.R.C. 1506, 1532, and 1684.

1908. Construction of certain culverts by the Great Northern Railway Company in such a way as to cause water to flow upon a private property at Port Kells, B.C.

1909. Refusal of the Canadian Pacific Railway Company to settle claim for loss of business owing to two consignments of incubators for Walhachin, B.C., going astray.

1910. Unreasonable freight rates on pulpwood from Quisibis, N.B., on the Canadian Pacific Railway.

1911. Freight rates on wheat from Cupar, Sask., to Saskatoon, as compared with rate to Fort William, on the Canadian Pacific Railway.

1912. Refusal of the Canadian Pacific Railway Company to allow a resident of Menaik Siding, five miles north of Ponoka, Alta., to flag their Sunday train in order to go to church.

1913. Excessive rates charged by the Canadian Pacific Railway Telegraph Company for their Saturday Associated Press news service.

1914. Loss and damage to merchandise in transit to Margo, Sask., on the Canadian Northern Railway.

1915. Overcharge by the Canadian Pacific Railway Company on plough shipped from Saskatoon to Outlook.

1916. Canadian Pacific Railway Company, for diverting a brook running through a farm near Florenceville Station.

1917. Unsatisfactory service of the Napierville Junction Railway.

1918. Canadian Pacific Railway Company, for not maintaining an Agent at Garden, Ont.

1919. Non-use of stools or steps for passengers to board or leave trains at stations on the Grand Trunk Railway lines east, and the Intercolonial Railway.

1920. Train service on the Canadian Pacific Railway Branch Line from Farnham to St. Guillaume, Que., known as the Montreal and Atlantic Railway.

1921. Train service on the Canadian Pacific Railway Branch Line from Farnham to St. Guillaume, known as the Montreal and Atlantic Railway.

1922. Train Service on the Canadian Pacific Railway Branch Line from Farnham to St. Guillaume, known as the Montreal and Atlantic Railway.

1923. Train service on the Canadian Pacific Railway Branch Line from Farnham to St. Guillaume, known as the Montreal and Atlantic Railway.



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1924. Train service on the Canadian Pacific Railway Branch Line from Farnham to St. Guillaume, known as the Montreal and Atlantic Railway.

1925. Elevation of culvert where the Canadian Northern Quebec Railway crosses Lake St. François, near Newaygo Station.

1926. Lack of a station siding at Larchwood, Ont., on the Canadian Pacific Railway.

1927. Low wages paid Sectionmen and Laborers on the Brandon, Saskatchewan and Hudson Bay Branch of the Great Northern Railway.

1928. Slow movement of freight between Marievalle and Montreal, Que., via the Central Vermont Railway.

1929. Lack of fencing and unsatisfactory condition of farm crossing on the Atlantic, Quebec & Western Railway at Cap d'Espoir.

1930. Canadian Northern Railway Company, for not paying for right of way through farm, S.W.  $\frac{1}{4}$  12-47-20, W. 4, near Camrose, Alta.

1931. Canadian Northern Railway Company, for not paying full value for right of way through farm in Sec. 33, Tp. 42, Range 14, west of the third Meridian, Sask.

1932. Two horses killed on the Canadian Pacific Railway near Ericson, B.C., owing to there being no fencing on one side of the right of way, and no cattle guards of any kind.

1933. Demurrage charges against a Toronto firm by the Canadian Pacific Railway for the month of October 1910.

1934. Refusal of the London and Lake Erie Railway and Transportation Company to sell a book of tickets for fifty rides from St. Thomas to London, Ont.

1935. Storage charges made by the Canadian Pacific Railway Company on one suit case and two trunks at Place Viger Station, Montreal, Que.

1936. Overcharge by the Canadian Pacific Railway Company on car of evaporated milk from Chesterville, Ont., to Vancouver, B.C.

1937. Freight classification of the Thetford Pulp goods.

1938. Excessive charges on freight to and from Newport Island, Gaspé, P.Q.

1939. Canadian Northern Railway Company, for not making settlement for land occupied by their railway in the northeast quarter of Sec. 14, Tp. 5, Range 13, W. 2. M., Sask.

1940. Unsatisfactory farm crossing provided by the Canadian Northern Railway Company in the Township of Paipoonge, Ont.

1941. Grand Trunk Railway Company, for damage to shipment of berries from Jordon, Ont., owing to their not being loaded in time.

1942. Proposed changes in crossing at the corner of James and Hunter Streets, Hamilton, Ont., on the Toronto, Hamilton and Buffalo Railway.

1943. Carload rate on trunks and valises when shipped in cars with goods included in the saddlery list of the Canadian Classification No. 15.

1944. Telephone system being installed by the Town of Camrose, Alta., interfering with other wires already erected.

1945. Canadian Northern Railway Company, for taking down fences on a farm in the N. E.  $\frac{1}{4}$  of Sec. 30, Tp. 40, Range 18, W. 4. M., Alta., and refusing to pay for land occupied by them until their plans have been approved.

1946. Express rate to be charged on milk in bottles.

1947. Canadian Northern Railway Company, relative to price offered for land in the S. E.  $\frac{1}{4}$  of Sec. 5, Tp. 28, Range 2, W. 2. M., Sask., also *re* hay destroyed by stock due to fence being torn down.

1948. Excessive coal rate from Round Hill, Alta., to Eastern Alberta as compared with rate from Edmonton, on the Canadian Northern Railway.

1949. Cattle facilities at Moosejaw Stockyards, and the class of feed supplied.

1950. Variation in weights found on shipments handled by Express Companies.

1951. Blocking of Guy Street Crossing, Montreal, by the Grand Trunk Railway Company.



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1952. Classifying of rough stone as dimension stone by the Canadian Pacific Railway Company.

1953. Telegraph rates of the Great North Western Telegraph Company between Quebec and La Tuque, Que.

1954. Overcharge made by the Canadian Pacific Railway Company on Settlers effects from West Scio, Oregon, to Kamsack, Sask.

1955. West Kootenay Power and Light Company stringing wires across railway tracks without the authority of the Board.

1956. Unsatisfactory handling of stock, Didsbury, Alta., to Stratheona, Alta., by the Canadian Northern and Canadian Pacific Railway Companies.

1957. Ticket series and train accommodation on the Quebec, Montreal and Southern Railway, between St. Lambert and Contrecoeur.

1958. Inability to procure wood owing to shortage of cars on the Canadian Northern Railway, in the West.

1959. Overcharge on pulpwood by the Canadian Pacific Railway Company owing to error in rate shown on tariff.

1960. Inefficient cattle guard protection on the line of the Grand Trunk Pacific Railway Company.

1961. Canadian Northern Express Co., for delivering a shipment to St. Justin which was addressed to St. Bartheleme, also re excessive charges on same.

1962. Pullman Sleeping Car rates between Brantford and Montreal.

1963. Coldness of station and poor train service of the Quebec, Montreal and Southern Railway at St. Lambert, Que.

1964. Injuries received due to guy wires from the Bell Telephone Company's pole on their line between Stirling and Marmora, Ont.

1965. Dangerous crossing of the Canadian Pacific Railway on farm at Ancienne Lorette.

1966. Rates on hogs from various points to Amherstburg, Ont., via the Père Marquette Railway.

1967. Poor train service provided by the Quebec, Montreal and Southern Railway Company between Montreal and Pierreville: also re poor condition of passenger cars and engines.

1968. Unloading facilities at Brock, Sask., on the Goose Lake Branch of the Canadian Northern Railway.

1969. Excessive freight rates on fish, Halifax to Smith's Falls, Ont.

1970. Unsafe condition of bridge over the Montreal and Southern Counties Railway at Mill Street, Montreal, Que.

1971. Unsettled claim against the Alberta Railway and Irrigation Company for delay and damage to shipment of goods from Hitchcock, South Dakota to Kimball, Alta.

1972. Crossings of the Grand Trunk Pacific Railway in the Rural Municipality of Perdue No. 346.

1973. Piling permit of the Canadian Pacific Railway Company required to be signed by owners of pulpwood awaiting shipment at sidings.

1974. Accommodation on mixed trains between Melville and Rivers on the line of the Grand Trunk Pacific Railway.

1975. Fare between Woodstock and Newburg Jct., on the line of the Canadian Pacific Railway.

1976. Discrimination in favor of Saskatchewan and against Manitoba in the matter of excursion rates to points in the United States.

1977. Canadian Northern Railway Company, for charging local rate on flour from Rapid City, Man., to Hallboro, instead of through rate from Rapid City to destination via Hallboro.

1978. Excessive charges made on fish by the Dominion Atlantic Railway Company, between Digby and St. John.



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1979. Esquimalt and Nanaimo Railway Company, for discharging a Brakeman owing to his refusal to work with an improperly equipped caboose.

1980. Freight classification on steel products.

1981. Excessive charge by the Bell Telephone Company for extension telephones at Lindsay, Ont.

1982. Rate charged by the Dominion Express Company on five pound package from Montreal, Que., to Perth, Ont.

1983. Treatment of live stock in transit on the Canadian Northern Railway.

1984. Attitude of the Canadian Northern Railway Company with regard to settlement with farmers for right of way along their Alberta Midland Railway.

1985. Excessive charge by the Canadian Northern Express Company on an eight pound package, Stamford, Conn., to Winnipeg.

1986. Unsatisfactory handling of stock shipments at Red Deer, Alta., on the Canadian Pacific Railway.

1987. Grand Trunk Railway Company, with reference to the free time to be allowed in connection with the diversion or reconsignment of traffic.

1988. Increased rate charged by the Bell Telephone Company in Toronto for new style long distance telephones.

1989. Two horses killed on the Canadian Pacific Railway near Manson, Man.

1990. Unsatisfactory detective service rendered by the Canadian Pacific Railway Company in the District of Montreal.

1991. Refusal of the Canadian Northern Railway Company to settle claim for horse killed near Canora, Sask., August 26th, 1910.

1992. Cars in trains being uncoupled at one end only, when being weighed on track scales.

1993. Canadian Pacific Railway Company, for handling poultry shipments from points in Ontario to Radisson, Sask., via Saskatoon, instead of delivering them to the Canadian Northern Railway Company at Winnipeg as per Shipper's request.

1994. Freight rates on coke from Buffalo to Hamilton on the Grand Trunk Railway.

1995. Danger to mail drivers of being struck by westbound trains when exchanging mail with eastbound trains at Stoney Point, Ont., on the Grand Trunk Railway.

1996. Canadian Pacific Railway Company not issuing second class tickets to the travelling public in the Province of New Brunswick.

1997. Failure of the Canadian Northern Railway Company to keep their Kindersley Subdivision open for traffic during snow storm.

1998. Violation of agreement by the Grand Trunk Railway Company with the Corporation of the City of Toronto, dated October 12th, 1903, in connection with branch line across Front Street and John Street in the said City of Toronto.

1999. Refusal of the Great Northern Railway Company to install an agent at Elko, B. C.

2000. Inconvenience experienced by two passengers owing to their being carried by their destination (Pratt, Man.) and put off at Gateside, on the Canadian Northern Railway.

2001. Central Ontario Railway Company, for running freight trains with one brakeman.

2002. Train service on the Goose Lake Branch of the Canadian Northern Railway.

2003. Refusal of the Quebec Railway, Light & Power Company to check baggage at Quebec Station after 6.00 P.M.

2004. Bell Telephone Company billing a Subscriber with the expense for moving telephone in the City of Montreal.



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2005. Canadian Northern Railway Conductor having to go to Sarnia to pass Grand Trunk Railway Company's rules before he was allowed to run over Grand Trunk track into Toronto.

2006. Location of Canadian Pacific Railway Company's crossing at Suffield, Alta., it being near the water tank where overflow puts the road in dangerous condition.

2007. Refusal of the Great Northern Railway Company to furnish duty paid refrigerator cars for traffic from Sapperton to Vancouver

2008. Station facilities at Grasshill, Ont., on the line of the Grand Trunk Railway.

2009. Delay to coal Shipments from Clover Bar siding to Didsbury, Alta., via the Canadian Pacific Railway.

2010. Condition of cattle guards and fences on the Great Northern Railway in the vicinity of Aldergrove, B. C.

2011. Lack of a uniform service with uniform rates, by the Bell Telephone Company in the City of Montreal.

2012. Service of the Great North Western Telegraph Company from Norwich, Ont., to Winnipeg, Man.

2013. Extra charges for telephone by the Bell Telephone Company in Toronto owing to the Subscriber having roomers in his house.

2014. Delay to shipments at Neepawa for points on the Rosburn Extension of the Canadian Northern Railway.

2015. Station facilities at Nickelton, Ont., on the line of the Canadian Northern Ontario Railway.

2016. Refusal of the Canadian Pacific Railway Company to settle claim for horse and cow killed on their right of way in the vicinity of Penhold, Alta.

2017. Lack of station accommodation at Newton Siding on the Canadian Northern Railway.

2018. Canadian Pacific Railway Company, relative to the closing of their station at Lesage.

2019. Canadian Pacific Railway Company, relative to removal of Station Agent from Leross, Sask.

2020. Pilferage and damage to goods delivered at Hymers, Ont., by the Canadian Northern Railway.

2021. Grand Trunk Pacific Railway Company, relative to removal of Station Agent from Clavet, Sask.

2022. Rates on plaster from Alabaster, Mich., to Sarnia, Ont., via the Père Marquette Railway.

2023. Rates of the Dominion Express Company on poultry from Orono to Yarmouth.

2024. Rates charged by the Dominion and Canadian Northern Express Companies, Toronto to Pelly, Sask.

2025. Excessive rates charged by the Dominion Express Company on poultry from Western points.

2026. Rate charged by the Dominion Express Company on sow from Stony Mountain to Marquis, Sask.

2027. Alleged excessive rate charged by the Dominion Express Company on motor cycle, from Trail to Creston, B. C., and return.

2028. Charges made by the Bell Telephone Company for the installation of telephones in the City of Montreal.

2029. Alleged excessive charge by the American Express Company between Sherbrooke and North Hatley, Que.

2030. Dangerous condition of Daniel Street crossing, Arnprior, Ont., on the line of the Grand Trunk Railway.



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2031. Lack of Station Agent at Langbank, Sask., on the line of the Canadian Northern Railway.

2032. Alleged excessive rate on hay from St. Edouard to Providence, by the Quebec, Montreal and Southern Railway Co.

2033. Alleged overcharges on car of household goods from Braham, Minn., to Fish, Sask., by the Great Northern and Canadian Northern Railway Companies.

2034. Removal of planks from crossings by the Canadian Pacific and Canadian Northern Railway Companies in the Rural Municipality of Francis No. 127, Sask.

2035. Unsatisfactory condition of crossing of the Quebec Oriental Railway at Maria, Que.

2036. Refusal of the Canadian Pacific Railway Company to settle claim for damage to shipment of bent glass from Toronto to Lethbridge on grounds that shipper signed release form.

2037. Canadian Northern Railway Company, for non-settlement of claim for hay destroyed owing to fire caused by sparks from engine, at Dalmeny, Sask.

2038. Poor train service furnished by the Canadian Northern Railway Company on the Brandon-Regina Line, as compared with the C.P.R. service through that territory.

2039. Poor train service provided by the Canadian Northern Railway Company on the Winnipeg-Virden line.

2040. Poor station accommodation provided by the Canadian Pacific Railway Company at La Nacaza, Que.

2041. Location of the Grand Trunk Railway Company's hog pens at Chatham.

2042. Manner in which merchandise is handled by Railway Companies in general.

2043. Grand Trunk Railway Company's Agent at Everett, Ont., cutting down telephone wire across their tracks at that point.

2044. Dangerous condition of the crossing over the Canadian Pacific Railway at Lot 4, Range 21, Tp. of Magog, Que.

2045. Refusal of the Nakusp and Slocan Railway Company (C.P.R.) to settle claim for heifer killed on their line near Nakusp, B.C.

2046. Alleged excessive freight rates charged by the Canadian Pacific Railway Company on shipments to Alberni, B.C.

2047. Canadian Pacific Railway Company, for refusal to grant Drover's rate on ticket from Hanover to Winnipeg.

2048. Unsatisfactory train service of the Great Northern Railway Company from Nelson, B.C.

2049. Inadequate accommodation and dangerous platform at the Mountain Station of the Great Northern Railway Company at Nelson, B.C.

2050. Refusal of the Grand Trunk Pacific Railway Company to settle claim for injuries received in accident at "Blind Crossing" on the Ennashone Road, near Grand Falls, N.B.

2051. Great Northern Railway Company, for basing charges on car of shingles from Cloverdale to Winnipeg, on the minimum of 30,000 lbs., when their thirty-six foot cars are lower than those of the Canadian Pacific and Grand Trunk Rys.

2052. Dominion Express Company, for not settling in full, a claim for loss of shipment of goods from Montreal to Vancouver.

2053. Alleged discrimination by the Dominion Express Company with regard to rate on lobsters from Digby to St. John.

2054. Great Northern Railway Company, for charging storage on a meat sheet left at Grand Forks, B.C., after having been used on account of dirty condition of car.

2055. Dangerous condition of crossing of the Grand Trunk Railway Company at St. Remi Street, Montreal, Que.

2056. Train service and accommodation provided by the Central Vermont Railway Company at St. Cessaire, Que.



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2057. Failure of the Canadian Pacific Railway Company to supply a Shipper with cars at Muniac, N.B.

2058. Shortage of coal at Gap View, Sask., owing to delay in shipment of same by the Canadian Pacific Railway Company.

2059. Condition of highway crossing four miles east of Langham, Sask., on the Canadian Northern Railway.

2060. Operation of snow ploughs out of Toronto on the Canadian Pacific Railway with only one man in charge.

2061. Refusal of the Central Ontario Railway Company to settle claim for blacksmith's post drill broken in transit between Bannockburn and Gilmour, Ont.

2062. That part of Section D of the Express Classification for Canada No. 2, which limits the shipments which may be shipped under this section to five pounds in weight.

2063. Unsatisfactory service given a passenger travelling from Cambria, Ont., to Toronto with his sick son, on the Grand Trunk Railway.

2064. Intercolonial Railway, for not settling claim for household effects lost in transit from South Brewer, Me., to Maria, Que.

2065. Refusal of the Canadian Express Company to accept paper boxes in crates for shipment.

2066. Mileage charge made by the British Columbia Telephone Company in the City of Vancouver, B. C.

2067. Express rates on cream under the new tariff.

2068. Dominion and Canadian Express Companies, for not delivering to the Canadian Northern Express Company at Toronto, shipments originating beyond Toronto for Sellwood, resulting in delay and extra charges.

2069. Alleged excessive charge on shipment of hens from Harrow to Mimico, Ont., by the Dominion Express Company.

2070. Refusal of the Canadian Pacific Railway Company to accept responsibility for cans of milk missing from the station at Winnipeg, Man.

2071. Classification of macaroni and carload freight rate on same from Fernie, B.C., to Winnipeg, Man., by the Canadian Pacific Railway.

2072. Refusal of Express Companies to accept shipments in waterproof paper boxes.

2073. Dangerous condition of the crossing south of the town of Camrose, Alta., on the Vegreville-Calgary Branch of the Canadian Northern Railway.

2074. Construction of level crossings by the Lachine, Jacques Cartier & Maisonneuve Railway Company within the limits of the City of Montreal.

2075. Slow movement of coal from Suspension Bridge to Bowmanville, Ont., by the Grand Trunk Railway Company, after having passed the customs.

2076. Dangerous condition of crossing at Wellington Street, Drayton, Ont., on the Grand Trunk Railway.

2077. Dangerous condition of crossing at Columbia Avenue, North Vancouver, B.C., on the Canadian Pacific Railway.

2078. Negligence of the Canadian Northern Railway Company in not putting a Gateman on the railway and traffic bridge across the Red River at Emerson, Man.

2079. Refusal of the Canadian Pacific Railway Company to stop trains for passengers at St. Phillipe and Lacadia during the winter months.

2080. Delays at Wetaskiwin and Strathcona to shipments of stock from Camrose to Edmonton, on the Canadian Pacific Railway.

2081. Alleged excessive fare charged by the Port Arthur and Duluth Railway Company, (C.N.R.), between Slate River and Harstone.

2082. Condition of fence of the Père Marquette Railway Company through farm at Lot 17, Concession 14, Township of Raleigh, County of Kent, Ont.

2083. Rate charged by the Canadian Pacific Railway Company on tea from Toronto to Calgary, as compared with rate to Vancouver.



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2084. Discrimination by the Dominion Express Company in rates on oysters from New Haven, Conn., in favour of Brantford and London as against Guelph, Ont.

2085. Refusal of the Canadian Northern Railway Company to pay amount requested for right of way of their Rosburn Extension through farm at s.w. quarter of Sec. 5, Tp. 28, Range 2, w.2.m., Sask.

2086. Failure of the Canadian Northern Railway Company to supply cars for loading of wood at Menisina, Man.

2087. Express Judgment of the Board, in the matter of charges on returned empties.

2088. Express Judgment of the Board, with regard to the handling of milk and cream.

2089. Charges on a car of hay switched by the Canadian Northern Railway Company to the Canadian Pacific Railway Company's tracks at Winnipeg, Man.

2090. Trouble experienced in obtaining recompense for losses in grain on the Canadian Pacific Railway.

2091. "Stop-over" charge at Dixon, Ill., on car of cordage from Welland to Manlius, Ill., by the Chicago and North Western Railway Company.

2092. Alleged excessive fare charged by the Port Arthur and Duluth Railway Company, (C.N.R.), between Harstone and Stanley.

2093. Refusal of the Canadian Pacific Railway Company to settle claim for damage to freight in transit to Carlstadt, Alta.

2094. One-month limit to the ten-trip tickets of the New York Central Railway Company.

2095. Alleged discrimination in the matter of freight rates on refined sugar against Picton, P.E.I.

2096. Refusal of the Canadian Pacific Railway Company to settle claim for cow killed on their right of way at Blindline crossing, between Secs. 16 and 21, township 39, Range 27, w.4.m., Alta.

2097. Proposed closing of Creamery Crossing, in the Village of Duncans, Vancouver Island, B.C., by the Esquimalt and Nanaimo Railway Company.

2098. Freight rates on corn from points on the Père Marquette Railway to points on the Canadian Pacific Railway.

2099. Excessive charges by the Dominion Express Company on a parcel from Galt, Ont., to Montreal, Que.

2100. Excessive charge by the Dominion and Western Express Companies, on a package shipped from Chicago to Trail, B.C.

2101. Alleged excessive express charged on shipment of caps from London to Dresden, owing to each parcel being treated as a separate shipment.

2102. Freight rates charged by the Dominion Atlantic Railway Company on haddies from Digby to St. John, N.B.

2103. Alleged excessive fare charged by the Canadian Pacific Railway Company, between Elmira and West Montrose.

2104. Express Judgment of the Board, in the matter of rates on vegetables from St. Jerome to Montreal, Que.

2105. Siding agreement of the Great Northern Railway Company in connection with the construction of a siding on their line about one mile north of Cloverdale, B.C.

2106. Rates charged by the Dominion Express Company on framed pictures from Montreal to the West.

2107. Charge made by the Canadian Pacific Railway Company for diverting a car of lumber ex Bellingham, from Regina to Macklin, Sask.

2108. Inadequate service provided by the Bell Telephone Company in the City of Montreal, Que.

2109. Increase in rates on currency from Ottawa to Winnipeg, Man., and Victoria, B.C., by the Dominion Express Company.



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2110. Charge by the Dominion Express Company on returned empty butter boxes from St. Catherines to Smithville, Ont.
2111. Horses and cattle killed on the Canadian Pacific Railway in the vicinity of Pincher, Alta., owing to the fences being in poor condition and crossing gates being left open.
2112. Rate charged by the Dominion Express Company on eggs from Bothwell, Ontario, to New Ontario points.
2113. Dangerous crossing of the Canadian Northern Ontario Railway Company at Manvers Road in the Township of Darlington.
2114. Dangerous crossing of the Canadian Northern Ontario Railway Company at Scugog Road in the Township of Darlington.
2115. Refusal of the Grand Trunk Railway Company to provide farm crossing on Lot 35, Concession 1, Township of Williamsburg, Ont.
2116. Delivery limits of the Dominion Express Company in Moosejaw, Sask.
2117. Refusal of the Grand Trunk Railway Company to deliver cars to a siding at London, Ont., owing to there not being the required clearance between shed and track.
2118. Lack of protection at crossing of the Canadian Northern Railway Company, between Townships 46 and 47, northwest quarter of Section 32, Range 25, W.2.M., Sask.
2119. Closing of crossing by the Canadian Pacific Railway Company at Broadway Street, Carlstadt, Alta.
2120. Inadequate facilities of the Grand Trunk Railway Company's station at Hepworth, Ont.
2121. Delay to the Canadian Pacific Railway Company's stock train between Owen Sound and Toronto, due to the handling of merchandise on same.
2122. Additional charge by the Bell Telephone Company for extension telephone in the City of Toronto, Ont.
2123. Express rates on bread, and the charge for return of empty crates.
2124. Overcharge by the Canadian Pacific Railway Company on a shipment of freight to MacLennan, Ont.
2125. Express rates on samples under the New Classification.
2126. Express rates on cream as contained in the New Classification.
2127. Express rates on cream under the New Classification and charge for return of empty cans.
2128. Express rates on cream under the New Classification and charge for return of empty cans.
2129. Express rates on cream under the New Classification and charge for return of empty cans.
2130. Express rates on milk under the New Classification and charge for return of empty cans.
2131. Express rates on milk and cream under the New Classification and charge for return of empty cans.
2132. Express rates on milk under the New Classification and charge for return of empty cans.
2133. Refusal of the Canadian Pacific Railway Company to sell ten tickets series at St. Phillippe, Que., with the same reduction as granted in similar cases; and train service of the said railway company between that point and Montreal.
2134. Canadian Northern Railway Company, for holding freight at St. Jerome, destined to Shawbridge, Que., when not marked "prepaid."
2135. Excessive freight rates charged by the Atlantic, Quebec and Western Railway Company, from New Carlisle to St. Adelaide de Pabos.



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2136. Alleged excessive fare charged by the Canadian Northern Railway Company between Twin City Junction and Fort William.

2137. Dominion Express Company's classification on waist boxes.

2138. Alleged discrimination by the Grand Trunk Railway Company in rates on cypress wood against St. Marys, Ont., and in favour of London and Hamilton.

2139. Canadian Pacific Railway Company and Northern Navigation Company, for refusing to settle claim for cost of teaming a shipment of oats from Little Current to Gore Bay, which should have been handled by the latter company.



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## APPENDIX B.

LIST OF APPLICATIONS HEARD AT PUBLIC SITTINGS OF THE BOARD  
FOR THE YEAR ENDING 31st MARCH, 1911.

2117. Application of H. Grant Hannah, Kipp, Alberta, under Sections 258, 284 and 317, for an Order directing the Canadian Pacific Railway Company to provide, construct and maintain a suitable station and railway sidings on the South West quarter of section 29, Township 9, Range 22, West of the 4th Meridian, Province of Alberta. (File 13276).

Order made dismissing the application.

2118. Application of H. Grant Hannah, of Kipp, Alberta, for the cancellation of the Order of the Board No. 7931, dated September 1st, 1909, approving of the change of location of the junction of the Macleod Cut-off, and the Lethbridge-Aldersyde Branch from Section 30, Township 9, Range 22, West of the 4th Meridian, Alberta. (File 9355.2).

Order made rescinding order for diversion.

2119. Complaint of Lt. Col. Sam. Hughs respecting the alleged unsatisfactory train service of the Grand Trunk Railway Company from Lindsay to Haliburton, Ontario. (File 13838).

Judgment reserved. Grand Trunk Railway Co. to furnish a statement of traffic for a complete year. The Chief Operating Officer of the Board to report in the matter.

2120. Complaint of the Township of Calvin respecting the closing of the Canadian Pacific Railway Company's station and telegraph office at Eau Claire, Ontario. (File 13486).

No Order made—The C.P.R. Co., having given its undertaking to furnish certain facilities to the satisfaction of the Complainant.

2121. Application of the Canadian Pacific Railway Company, under Section 178 of the Railway Act, to take certain lands for the construction, operation and maintenance of the Columbia and Western Railway; the land being described as Monte Christo Mineral Claim, Lot 1226, Group 1, Similkameen Division, Yale District, B.C., belonging to Robert Clark and Ella Clark of the City of Grand Forks, B.C., and in *re* the complaint of Robert Clark, of Grand Forks, B.C., in connection with said application. (File 13651).

Order made authorizing the Railway Company to take certain lands, as therein described, subject to the condition that if arbitration is necessary to fix the compensation to be paid by the Railway Company, the arbitrators shall have power to make proper provision to preserve to the owner his mining rights, and to compensate him for any interference with his use of the land.

See Order No. 10164.

2122. Complaint of Charles McClelland of Belgrave, Ontario, alleging failure of the Guelph and Goderich Railway (C.P.R.) to carry out requirements of Order No. 6876, dated April 21st, 1909, as far as the crossing of its Railway on Concession Road between Concession Nine and Ten. Township of Morris, at Mileage 62.5. (Adjourned Hearing) (File 1861, Case 4838).

Order made directing the Railway Company to cut down and remove the small hill on the south-east side of the highway at the said crossing, and granting leave to the Company to expropriate the necessary land. The Railway Company to install



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a light in connection with the bell at the said crossing. All work to be completed by the 30th June, 1911.

See Order No. 10300.

2123. In *re* the Belleville and Prince Edward Bridge Company's Bridge across the Bay of Quinté.

(NOTE) The Belleville and Prince Edward Bridge Company will be required to show cause why the Board upon the report of Gillmore Brown, Esquire, Assistant Engineer for the Department of Public Works, should not condemn the bridge in question, or, with the approval of the Governor-in-Council, require the substitution of a new bridge for the said bridge or a portion thereof to be renewed, or the use of any materials, for any part of said bridge or any change or alteration thereof or in any part. (Adjourned hearing). (File 12120).

No Order made—the Company having made all the changes recommended by the Government Engineer in his report.

2124. Application of the Town of Maisonneuve, in the County of Hochelaga, Province of Quebec, for an order directing the Canadian Northern Quebec Railway Company to establish and maintain gates at the intersection of all streets and avenues crossed by the Railway Company in the limits of the Town of Maisonneuve. (Adjourned hearing.) (File 12452).

Order made that the Railway Company place a watchman from 7 a.m. to 7 p.m. at the crossing of La Salle Ave., and limit the speed of trains to six miles an hour between Bennett Ave., and the western boundary of Maisonneuve. The wages of the watchman to be paid, one half by the Canadian Northern Quebec Railway Company and one half by the Montreal Terminal Railway Company. If the hours are not suitable, an application can be made to the Board by any party interested to change them.

See Order No. 10159.

Commissioner Mills dissented on the question of distribution of cost.

2125. Application of the Canadian Lumbermen's Association under Sections 318. and 323, for an Order disallowing the Lumber tariffs, Canadian Pacific Railway, No. E. 689. Grand Trunk Railway No. C. E. 83, Canadian Northern Quebec Railway No. 116 and Canadian Northern Ontario Railway No. 46. (File 9222. Case 4415).

(NOTE) This matter is set down, that the Railway Companies might speak as to the reasonableness of both domestic and export rates.

Order made dismissing the application in so far as it affects the rates in the said tariff on Lumber for domestic use, but directing the C. P. R. Company and the G. T. R. Company, and the C. N. Q. Railway Company, to publish and file tariffs to be effective not later than the 15th June, 1910, showing rates on Lumber to Montreal for export which in general shall be lower than the rates on Lumber to Montreal as set out in tariffs submitted with the application. See Order No. 10528.

2126. Complaint of T. J. Stewart, of Hamilton, against the exception of marble slabs from the cartage tariffs of the Railway Companies, and against the extra cartage charges assessed thereon. (Adjourned hearing.) (File 12911).

Order made declaring illegal the toll of One dollar and fifty cents (\$1.50) charged by the Canadian Pacific Ry. Company on a shipment of marble slab. See Order No. 11270.

2127. Complaint of the Kingston, Portsmouth & Cataraqui Electric Railway Company, with respect to the charges of the Grand Trunk Railway Company, on two bars of iron from Dominion, P.Q., to Kingston, Ontario, which, on account of length, were loaded in a box car through the end door thereof. Complaint involves consideration of Rule No. 6 of Canadian Classification No. 14, so far as it relates to freight requiring end door box cars. (File 13752).

Order made amending Rule No. 5 of Canadian Classification No. 14. See Order No. 11463.



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(NOTE) This Order was subsequently rescinded, the Board having on the 4th of October, 1910, approved a revised Rule relating to articles too long and too bulky to be loaded through the side door of box or stock cars, to take the place of Rule No. 6, as it appears in the present Canadian Classification No. 14. The said revised rule to be incorporated in the new Canadian classification No. 15, to be published forthwith. See Order No. 11863.

2128. Application of Alexander Pilon, of Casselman, Ontario, for an Order rescinding Order made by the Board on August 13th, 1908, No. 5390, fixing the amount to be charged by the Canada Atlantic Railway Company for switching and handling the traffic to and from the siding mentioned in said Order. (Adjourned hearing.) (File 5754. Case 3484).

Application withdrawn.

2129. Application of the Canadian Pacific Railway Company's Telegraph, Great Northwestern Telegraph Company, Canadian Northern Telegraph Company, North American Telegraph Company, Western Union Telegraph Company, Anglo-American Telegraph Company, The White Pass & Yukon Route, and the Marconi Wireless Telegraph Company, for approval of the forms used by them in transmitting and receiving messages, filed under the Order of the Board No. 9777 of March 31st, 1910. (File 13622).

Order made that the forms of contract used by the Applicant Companies and other Companies subject to the jurisdiction of the Board, in transmitting and receiving messages, filed for approval under Order No. 9777, be approved for a period of four months from the 9th January, 1911. See Order No. 12745.

2130. Petition of residents of the Maniwaki Branch of the Canadian Pacific Railway Company to have the said Railway's train leave and arrive at Central Station, Ottawa, Ontario. (Adjourned hearing.) (File 12992.)

Order made directing the C. P. R. to bring its Gatineau trains in to a point just north of Sapper's Bridge. Order to come into effect on the 1st May next.

2131. Application of the Seymour Power and Electric Company, under Section 246, for authority to cross the tracks of the Canadian Pacific Railway Company with wires at Sulphide, Ontario. (File 13709).

Order made granting the application.

2132. Consideration of the question of protection at the crossing of the Grand Trunk Railway Company of Canada at rail level, at Centre Street, Napanee, Ontario. (File 3287.)

No Order made.

2133. Condition of D'Arcy Street Crossing on the line of the Grand Trunk Railway Company of Canada in the town of Cobourg, Ontario. (File 9437.312).

Order made directing the Grand Trunk Railway Co. to remove the fence surrounding the Fair Grounds in the Town of Cobourg for 300 feet along its right of way, and substitute a wire structure, and to make certain other changes as directed in the Order. Company also to place a watchman at the crossing of D'Arcy Street during the time of the annual Fall Fair.

See Order No. 10338.

2134. Application of the Grand Trunk Railway Company of Canada under Sections 222 and 237, for authority to construct, re-arrange, maintain and operate, certain railway tracks, switches and sidings, upon, along, and across Hibernia Street, Albert Street, Nunn Street, and Third Street, and certain property within the Town of Cobourg, Ont., to obtain access to the ships and docks of the Ontario Car Ferry Company, Cobourg Harbour.

(File 14210.)

Order made authorizing the Grand Trunk Railway Co. to cross Hibernia St., Albert St., Nunn St., and Third St., and certain lands and premises shown on the plan filed. The Company to provide a roadway 16 feet wide from the east end of



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Nunn St., to the ferry dock. Work to be completed by the 7th Sept., 1910. See Order No. 10801.

2135. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its line of railway across Main Street, in the village of Orono, Township of Clarke, County of Durham, at station 1274.35.

(File 3878.106.)

Railway Company to file new plans.

2136. Application of the Canadian Pacific Railway Company under Sections 237 and 238, for an Order authorizing the diversion in the public highway at Mile 20 of its main line, being about two miles south of Lindsay, and situated between Lot 15, Concession 5, and Lot 15, Concession 6, Township of Ops, County of Victoria, Ontario.

(File 582. Case 1825.)

Order made that the crossing be allowed to remain in its present position. The highway ditches within the right of way of the Railway at the said crossing to be tiled and filled.

See Order No. 10342.

2137. Complaint of the Municipal Council of the Township of Ops, in the County of Victoria, Ont., respecting the condition of the crossing of the Grand Trunk Railway Company of Canada on the southwest corner of the Town of Lindsay, on the drive road which forms the boundary between Ops Township and Lindsay on the Concession road between the 4th and 5th Concessions of the Township of Ops.

(File 3878.128).

Order made that the G.T.R. clean out the approaches, to the full width of the right of way of the road, and remove any earth that may have been piled up on either side of the highway.

2138. Consideration of the question of protection to be provided at the highway crossing of the Grand Trunk Railway Company of Canada at between Concessions 3 and 4 of the Township of Ops, 2 miles west of Lindsay, Ont. (File 9437.245).

Order made that the G. T. R. build a bridge. The Township to construct the approaches. 20 per cent of the cost to be paid out of the Railway Grade Crossing Fund. The Railway Company to maintain the bridge. The Township to maintain the approaches.

2139. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its line of railway across the public roads, between Concession 1 and Concession A, Township of Hamilton, County of Northumberland, Ont., at station 174.60. (File 3878.104.)

Order made granting the application, and directing that certain orchards which interfere with the view in both directions be removed by the Railway Company before the road is opened for traffic. Question as to further protection at said crossing reserved. See Order No. 10319.

2140. Application of the Canadian Northern Ontario Railway Company, under Section 159, for sanction and approval of the location of its line of railway through the township of Hamilton, County of Northumberland, Mile 170.8 to Mile 177. (File 3878.43.)

Order to go for a subway on Division Street, C.N.O.R. Line being moved over adjacent to the G.T.R. Line. Cost to be distributed as follows: 40 per cent to be borne by G.T.R. Co., 20 per cent by the Town of Cobourg, 20 per cent by the C.N.O.R. Co., and 20 per cent out of the Railway Grade Crossing Fund. Issuance of Order stayed for two weeks.

2141. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its line of railway across the public road known as Ontario Street, between the west part of Lot 18, and Lot 19, Concession A, Township of Hamilton, County of Northumberland, at Station 21.00. (File 3878.98.)

Application granted.

2142. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its line of railway across the public road



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known as Division Street, between the west part of Lot 16 and the east part of Lot 17, Concession A, Township of Hamilton, County of Northumberland, Ont., at Station 6.53, Town of Cobourg, Ont.

(NOTE). The Board will consider the question of a subway at this crossing.

Order made for subway on Division Street. Terms as in preceding application.

2143. Application of the Canadian Northern Ontario Railway Company, under Section 237, for an Order granting the said Company authority to construct its line of railway across the public road between Lots 10 and 11, Concession 3, in the Township of Hope, County of Durham, at Station 469.20. (File 3878.144.)

Order to go approving of the level crossing. The question of installing a bell to be reserved until the railway is built.

2144. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its lines and tracks across the public road through Lot 3, Concession 2, Township of Hope, County of Durham, at Station 323.65. (File 3878.155.)

Order made for subway at Station 322.75 at the expense of the Railway Company. The Company to pay the expense of closing Cavan Road, except as to land damages.

2145. Application of the Canadian Northern Ontario Railway Company, under Section 237, for an Order granting to said Company approval of the site and side elevation of a bridge over Port Hope Creek and the Grand Trunk Railway (Peterbrought Branch), Lot 3, Concession 2, Township of Hope, County of Durham, Ontario. (File 3878.173.)

Application refused.

2146. Application of the Canadian Northern Ontario Railway Company, under Section 237, for an Order granting the said Company authority to construct its line of railway across the Concession Road between Concessions 3 and 4, Township of Hope, County of Durham, at Station 498.56. (File 3878.145.)

Order made directing Canadian Northern Ontario Railway to construct subway on the road between Lots 12 and 13, Concession 3, Township of Hope, at its own expense.

See Order No. 10358.

2147. Application of the Canadian Northern Ontario Railway Company, under Section 237, for an Order granting the said company authority to construct its line of railway across the Concession Road between Concessions 3 and 4, Township of Hope, County of Durham, Ontario, at Station 517.41. (File 3878.80.)

Order made directing the Canadian Northern Ontario Railway to construct subway on the road between Concessions 3 and 4, Township of Hope, at its own expense.

See Order No. 10357.

2148. Consideration of the question of protection at the first crossing west of the station at Ste. Rosalie Junction, County of Bagot, P.Q., on the line of the Grand Trunk Railway Company of Canada. (File 9437.357.)

No Order made.

2149. Complaint of the Municipality of St. Theophile, County of Champlain, Quebec, respecting condition of crossings of the Canadian Pacific Railway Company, through ranges of St. Matthieu, south, St. Jean Baptiste North, St. Leon south, St. Leon north, St. Matthieu north, and St. Joseph. (File 9437.63.)

Order made that Railway Company forthwith put in to proper condition crossings marked "A" and "C" on plan filed, and maintain same at their own expense. Crossings marked "B", "D" and "E" approved; municipality to put in to proper shape and maintain at its own expense. (See Order No. 10452.)

2150. Consideration of the question of protection at the level crossing of the Grand Trunk Railway Company of Canada at Bourdage Street, St. Hyacinthe, P.Q. (Adjourned hearing.) (File 9437.118.)



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Order made that G.T.R. Co. erect gates by 28th June, 1910; 20 per cent to be paid out of the Railway Grade Crossing Fund and remainder by Railway Co. Company to maintain and operate said gates between 6.30 a.m. and 7.00 p.m., except Fridays and Saturdays, when time shall be 6.30 a.m. to 10.00 p.m. Expense of maintenance and operation to be borne: 80 per cent by Railway Company and 20 per cent by City of St. Hyacinthe.

2151. Consideration of the question of protection at the level crossing of the Canadian Pacific Railway Company at Main Street, Farnham, P.Q.

(Adjourned hearing.) (File 9437.114.)

Order made directing Railway Company to continue watchman at Main Street crossing.

(See Order No. 10461).

2152. Consideration of the question of protection at the level crossing of the Canadian Pacific Railway Company at St. Louis Street, Farnham, P.Q.

(Adjourned hearing.) (File 9437.113.)

Order made that Railway Company erect gates by 28th June, 1910, at crossing. Expense of construction to be borne: 60% by C.P.R. Company, 20% by Central Vermont Railway, and 20% out of Railway Grade Crossing Fund. C.P.R. Co. to operate gates between 7 a.m. and 7 p.m. Cost of maintenance and operation to be borne; 60% by the C.P.R. Co., 20% by Central Vermont Railway, and 20% by Town of Farnham.

(See Order No. 10450).

2153. Consideration of the question of protection at the highway crossing on the line of the Grand Trunk Railway Company of Canada west of Stanfold Station, Parish of Stanford, County of Arthabasca, P.Q. (File 9437.351.)

Application dismissed.

2154. Consideration of the question of protection at Centre Town Crossing on the line of the Grand Trunk Railway Company, in the Village of Stanfold, County of Arthabasca, P.Q. (File 9437.352.)

No Order made.

2155. Petition of the residents of Pointe Aux Trembles, for an Order requiring the Canadian Northern Quebec Railway Company to stop its trains at Pointe Aux Trembles, for passengers. (Adjourned hearing.) (File 12990.)

Order made that C.N.Q.R. stop its trains, both inbound and outbound, at Pointe Aux Trembles, P.Q.

2156. Consideration of the question of protection at the level crossing of the Grand Trunk Railway Company of Canada at St. James Street, St. John's P.Q. (Adjourned hearing.) (File 9437.116.)

The Municipality is authorized to open highway across the Railway on Queen Street, on conditions set out in Order No. 10506. Railway to instal Whyte signal bell at said crossing by 28th June, 1910; 20% to be paid out of Grade Crossing Fund; the remainder to be borne by Railway Company. Company to file by 28th May, plan showing location of gates at St. James Street, and instal bell by 28th July 1910; 20% of cost to be paid out of the Railway Grade Crossing Fund, 20% by the municipality, and 60% by Railway Company. Cost of operation and maintenance.—20% by municipality, and 80% by Railway Company.

(See Order No. 10506).

2157. Consideration of the question of protection at level crossing of the Grand Trunk Railway Company of Canada at Allin Street, St. John's, P.Q. (Adjourned hearing.) (File 9437.117.)

Order made directing the Railway Company to open the highway across its tracks and right of way on Queen Street; the Town of St. John's to reimburse the Railway Company to the extent of one half of the expense of the work upon the railway lands.



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The Railway Company to instal by the 28th June 1911, a White Signal Bell at the said crossing. The cost of the installation to be borne and paid,—20% out of the Railway Grade Crossing Fund, and the remainder by the Railway Company, which is also to pay the cost of maintenance of the bell. Also directing the Railway Company to file by the 28th May, a plan showing location of gates on St. James Street, and to instal the gates within 60 days after the approval of the plan; 20 per cent of the cost of installing the gates to be paid out of the Railway Grade Crossing Fund, 20 per cent by the municipality, and 60 per cent by the Railway Company. The Company to operate the gates daily between the hours of 7 a.m. and 7 p.m. The Comuany also to bear 80 per ent of the cost of operating the gates and the municipality, 20 per cent.

(See Order No. 10505).

2158. Complaint of the Town of St. John's, P.Q., respecting dangerous condition of highway crossings over the Grand Trunk Railway. (Adjourned hearing.) (File 9437-17 & 19.)

Disposed of by judgment under application 2157 above.

(See Order No. 10506).

2159. Complaint of the Town of St. John's, P.Q., respecting the closing of streets and building of tracks in that Town by the Grand Trunk Railway Company of Canada. (Adjourned hearing). (File 11943.)

Disposed of by Judgment under application 2,157, above.

(See Order No. 10506).

2160. Application of James Stewart Buchan, for approval under Section 26 of the Exchequer Court Act, allowing petitioners to apply at Exchequer Court for an order or decree ordering the sale of assets of the Montreal Central Terminal Railway Company, the appointment of a liquidator or receiver for the affairs of the said Railway respondent and for such other remedies and Orders concerning the said Railway respondent as the said Exchequer Court may prescribe. (File 13001.)

Application dismissed.

2161. Application of the Town of St. Lambert, P.Q., under Sections 235-243 (for an Order directing the Quebec, Montreal & Southern Railway Company to provide and construct three suitable highway crossings at intersection of Montreal and St. Lambert Terminal Development Company in Lots 162 and 184 Parish of St. Antoine de Longueuil, P.Q., St. Lambert, P.Q. (Adjourned hearing). (File 10011.)

Order made granting leave to construct crossing at point 'A' on plan. Expense of construction and maintenance to be borne by the municipality.

(See Order No. 10496).

2162. Consideration of the question of protection at the level crossing of the Grand Trunk Railway Company of Canada just west of Vaudreuil Station, P.Q. (File 9437-461.)

No Order made.

2163. Application of the City of Lachine, under Sections 235 and 237, for an Order directing the Grand Trunk Railway Company of Canada to construct a suitable highway crossing at a point where the railway meets the Sixth Street dividing Lots 754-89 and 754-164 and on the south side of the Street dividing lots 753-433 and 753-377, in the City of Lachine, P.Q. (File 13777.)

Application stands to enable the City to consider the question of an overhead wridge and where it should be located, and to submit an estimate of the cost.

2164. Consideration of the question of protection at the level crossing of the Grand Trunk Railway Company of Canada at Lachine Road, Rockfield, P.Q. (File 9437-119.)

Order made directing the G.T.R. Co., to construct overhead bridge. Cost of work to be borne; 50 per cent by G.T.R. Co., 14 per cent by M.P. & S. Ry. Co.; 10 per cent by the City of Lachine, 2 per cent by the Parish of St. Pierre, 2 per cent by the Parish of Lachine; 2 per cent by Turnpike Trust, and 20 per cent out of the



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Railway Grade Crossing Fund. Work to be completed by 28th October 1910. Maintenance of overhead crossing and approaches to be borne; G.T.R. Co., 62  $\frac{1}{2}$  per cent, M.P. & S. Ry. 17  $\frac{1}{2}$  per cent. City of Lachine 12 $\frac{1}{2}$  per cent, Parish of St. Pierre 2 $\frac{1}{2}$  per cent, Parish of Lachine 2 $\frac{1}{2}$  per cent, and Turnpike Trust 2 $\frac{1}{2}$  per cent.

(See Order No. 10457).

2165. Resolution of the "Chambre de Commerce of the District of Montreal" insisting upon the necessity of doing away with all the level railway crossings, particularly those of the Grand Trunk Railway Company of Canada, West of Montreal, P.Q. File 9437-319.)

The G.T.R. Co. to prepare Plans, send copies to the parties interested, and file the same with the Board on or before 1st August, 1910.

2166. Complaint of the Mount Royal Milling and Manufacturing Company, of Montreal, P.Q., alleging discrimination by Railways in freight rates on imported rice as against those charges for the transportation of domestic rice. (File 14143).

Order made that Rice not otherwise specified, in packages, in less than carloads, be included in the first supplement to Can. Class. No. 15, as fourth class, instead of third class, as at present classified, on understanding that said supplement be submitted for approval of Board within two weeks from issuance of Order. (See Order No. 12275.)

2167. Complaint of Gordon, Ironside and Fares Company, of Montreal and Winnipeg, that whereas the Railway Companies collect freight charges on the full weight of cattle shipped to Montreal, over and above the classification minimum, at Toronto charges are not collected on any weight in excess of 25,000 lbs., per carload. (Application No. 13413.)

No order made.

2168. Consideration of the question of protection at the crossing of the Grand Trunk Railway Company of Canada at (Park Street, in the Town of Brockville, Ontario.) (File No. 9437-202.)

Order made that G.T.R. protect Park street crossing by a day and night watchman.

2169. Application of the Canadian Northern Ontario Railway Company under Section 159, for approval of the location of its line of railway through the County of Lanark, Ontario, from mileage 29 to 41 west from Rideau Junction. Adjourned hearing. (File 3878-16.)

Application dismissed.

2170. Application of the Canadian Northern Ontario Railway Company, under Sections 167 and 237, for approval of the revised location of its line through the Town of Smith's Falls, mile 38.3 to 42.1 and authority to construct its railway across the highways in the Town of Smiths Falls, Ontario. Adjourned hearing. (File 3878-166.)

Application dismissed.

2171. Application of the Canadian Northern Ontario Railway Company, under Section 227, for authority to cross the lines and tracks of the Canadian Pacific Railway Company with their lines and tracks at Smith's Falls, Ontario. Adjourned hearing. (File 3878-167.)

2172. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its lines and tracks across certain highways in the Town of Smith's Falls, Township of Elmsley, County of Lanark, at Beckwith street, Elmsley street, and at public road at station 34-40. Adjourned hearing. (File 3878-23.)

Application dismissed.

2173. Complaint of R. Quain, Ottawa, Ontario, alleging dangerous condition of the level crossing of the Canadian Pacific Railway Company, near Matthews' Pork Factory, Hull, P.Q. Adjourned hearing. (File 9437. Case 4006.)



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Order made that the Canadian Pacific Railway Company, erect gates at the said crossing, by the 3rd July, 1910, and thereafter maintain the same. The cost of installing the gates to be paid,—20 per cent out of the Railway Grade Crossing Fund and the remainder by the Railway Company. Cost of maintenance to be borne,—20 per cent by the City of Hull and the remainder by the Railway Company. See Order No. 10507.

2174. Application of the Corporation of City of Ottawa, under Section 29, for an Order amending the Order of the Board No. 5397, dated the 23rd of June, 1908, so far as it affects the payment of damages to property owners. (File 5999, Case 2545).

Order made that the compensation that may be awarded (if any) to any and all land owners whose lands are injuriously affected by the work in question, form part of the cost of the work required to be done by Order of the Board, dated 23rd June, 1908; and that the Canadian Pacific and Grand Trunk Railway Companies pay land owners the amount of compensation awarded; also that after the adjustment of compensation, together with the costs incurred, the Railway Company be reimbursed 13-36ths of the amount so expended by them,—9-36ths by the City of Ottawa, and 4-36ths by the County of Carleton. See Order No. 10458.

2175. Application of the Corporation of the Township of Ferris, under Section 237, for an Order directing the Canadian Pacific Railway Company to provide and construct a railway crossing where the Company's railway intersects a proposed road upon Lot No. 29, in the Fourteenth Concession of the said Township. (File 13032.)

Order made granting leave to the Township of Ferris to construct its highway across the Railway of the Canadian Pacific Railway Company, at the expense of the Township. See Order No. 10583.

2176. Re Air Brake Equipment of the Hamilton and Brantford Railway and the Hamilton Radial Electric Railway, and re proposed Order of the Board requiring all electric railways subject to the jurisdiction of the Board to equip their cars with automatic air brakes, as well as hand brakes, as an additional safeguard in case of damage or breakage to the air brake equipment. Adjourned hearing. (File 9610.)

Order made that all Electric Railway Companies subject to the Board's jurisdiction equip all rolling stock in use by them, of 37 feet or over in length, or weight, of 35,000 lbs. or more, with power brakes, in addition to hand brakes, and proper sanding appliances, and that the Companies notify the Board thereof; and furnish a detailed account of the rolling stock equipped, immediately upon the completion of said equipment. See Order No. 10462.

2177. The Grand Trunk Railway Company of Canada to show cause why markers should not be permitted to be carried in the lower brackets. (Adjourned hearing.) (File 13455.)

Order made that where passenger cars are equipped with marker sockets in the lower position, markers should be carried in such lower sockets. Also providing that all passenger cars constructed after the 3rd May, 1910, be equipped with marker sockets in the lower position; and that all passenger cars now in use not equipped with marker sockets in the lower position be so equipped by the 10th June, 1911. See Order No. 10453.

2178. Consideration of the question of equipment of main line switches with lights. (File 9079.)

No Order made.

2179. Complaint of the residents of Rosenfeld and vicinity in the Province of Manitoba, complaining that the Canadian Pacific Railway Company's bridge over Buffalo Lake, on the Northeast quarter of Section 32, Township 3, Range 1, West of the Principal Meridian, Manitoba, becomes clogged with snow and ice during the Winter months, thereby preventing the water to pass through and causing loss



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and damage to the applicants; and asking for an investigation into the matter, and for such Order as the Board may determine necessary to afford relief. (File 9515.)

Referred to Board's Engineer, to be reported upon in Spring of 1911.

2180. Consideration of the question of protection at the crossing of the Canadian Pacific Railway Company at the west end of the station yard at Manitou, Manitoba. (Larivière Branch.)

No Order made. Railway Company consenting to act on report of Board's Assistant Operating Officer.

2181. Consideration of the question of protection of C.P.R. Crossing on Main Street and Hamilton Street, Kenora, Ontario. (File 9043.)

Order made that subway be constructed by Railway Company; plans to be filed by 13th June, 1910. Coset of construction to be borne as follows:—10 per cent by City of Kenora, 20 per cent out of Railway Grade Crossing Fund, and 70 per cent by Railway Company. City to maintain roads and sidewalks at its own expense. (See Order 10614.)

2182. Application of the residents of La Broquerie, Manitoba, for an Order directing the Canadian Northern Railway Company to keep their station open and heated, and appoint a permanent Station Agent. (File 14439.)

Order made that Railway Company keep the Station open and heated. Application for permanent Agent dismissed. (See Order No. 12333.)

2183. Application of the Grand Trunk Pacific Railway Company, under Section 237, for an Order approving of diversion of highway crossing in the South half of Section 18, Township 12, Range 20, West of the First Meridian, District of Brandon, Manitoba. (File 1519-18.)

Order made granting Railway Company leave to divert the highway. Company to instal Whyte Signal Electric Bell at the crossing. Work to be completed by 13th August, 1910. (See Order No. 10620.)

2184. Application of the Grand Trunk Pacific Branch Lines Company, under Section 227, for an Order authorizing the crossing at grade of the Wetaskiwin Branch of the Canadian Pacific Railway Company at Camrose, Alberta, Section 3, Township 47, Range 20, West of the 4th Meridian, District of North Alberta. (File 12552.)

Order made authorizing crossing at grade at expense of applicant Company. Full interlocking plant to be installed by 13th August, 1910. (See Order No. 10612.)

2185. Application of the Grand Trunk Pacific Branch Lines Company, under Section 227, for an Order authorizing the crossing at grade, of the Lacombe Branch of the Canadian Pacific Railway Co., at Alix, Alberta, Section 36, Township 39, Range 23, West of the 4th Meridian, District of North Alberta, Alta. (File 10821.7.)

Order made granting leave to cross at grade at expense of Applicant Company. Full interlocking plant to be installed by 13th August, 1910. See Order No. 10613.

2186. Application of the Canadian Pacific Ry. Co., for an Order amending Order No. 9341, dated January 20th, 1910, in connection with the crossing of the Winnipeg Electric Railway and Canadian Pacific Railway Company over Logan Ave., in the City of Winnipeg, Manitoba, so as to provide that the expense of flagman be paid by the Winnipeg Electric Railway Company.

(NOTE) The Board will also consider the question of protection at this crossing. (File 8922, Case 4716.)

Order made directing C.P.R. Co., to maintain, at its own expense, a day and night watchman at said crossing. See Order No. 11393.

2187. Complaint of W. A. Taylor, against the Canadian Northern Railway Company, re excessive whistling at Fort Rouge and the vicinity of Winnipeg, Man. (File 9346, Case 4489.)

Order made prohibiting the C.N.R. Co's. locomotives from whistling within the limits of the City of Winnipeg, except in cases where it is deemed necessary to prevent an accident. Also providing that any person or persons offending against the regulation be liable to a penalty of \$50.00 for each offence. See Order 11157.



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2187A. Application of George Taylor, of Winnipeg, complaining that the rate charged by the Canadian Northern Railway Co., on a shipment of grain from Buchanan, Sask., to Headingley, Man., was excessive and discriminatory as compared with the rate charged to Port Arthur, Ont. (File 13857.)

Order made declaring that under the Canadian Northern Railway Company's tariff applying to said traffic, in force at the time the charges complained against were made, the rate properly chargeable was Seventeen cents per 100 pounds. See Order No. 12415.

This Order was subsequently rescinded by Order of the Board dated the 28th December, 1910. No. 12653.

2188. Complaint of the Brotherhood of Railroad Trainmen alleging dangerous position of switches, switch stands, bridge supports and structures generally by being placed so near to the tracks on which the employees of the Canadian Pacific Railway Company have to work at Kenora and Keewatin Yards, Ont. (File 8891, Case 4208).

Order made that the Canadian Pacific Railway Company raise the barrel conveyor over its tracks at Keewatin, to a height not less than 22 feet 6 inches above the base of the rail, within sixty days from the date of the Order. Order dated 12th May, 1910. No. 10646.

2189. Application of D. D. Campbell, of Winnipeg, Manitoba, for an Order directing the Railway Companies to level grain cars and insert height of grain on way-bill. (File 12272.)

Stands, pending settlement between the parties.

2190. Complaint of the Birtle Agricultural Society, of Birtle, Manitoba, against the alleged increased freight rates on wheat at points on the Yorkton Branch of the Canadian Pacific Railway Company, and excessive charges at points on the Grand Trunk Pacific Railway, also requesting the appointment of a permanent Agent at Kelloe, on the Yorkton Branch of the C.P.R. (File 13386.)

Order made disallowing tariff of 16 cents per 100 lbs. on grain and grain products shipped from Birtle, etc., to Fort William and Port Arthur, and ordering Company to restore rate of 15 cents per 100 lbs. Said rate to take effect not later than the 1st September, 1910. (See Order No. 11316.)

2191. Complaint of the Manitoba Windmill and Pump Company, of Brandon, Manitoba, that the rates on windmills from Brandon to Vancouver are discriminatory in favour of Eastern shippers. (File 13414.)

Complaint dismissed.

2192. Application of the Manitoba Dairy Association for an Order directing that the following concessions be made in connection with the transportation of milk;

(1). That arrangements be made by the different railway companies to have their employees load and unload cans at points of shipment and destination, respectively;

(2). That way-bills be used in connection with the transportation of milk and the return of empties. (File 14179.)

No Order made, settlement having been reached between the parties.

2193. Application of the Canadian Pacific Railway Company for approval of Supplement No. 2 to C.R.C.E., 1244, covering standard mileage rates of the Orford Mountain Railway. (File 14179.)

Order made approving of Supplement.

2194. Complaint of J. J. Tucker, of Smith's Falls, Ontario, alleging excessive rates charged by the Canadian Pacific Railway Company on live stock between Toronto and Smith's Falls, as compared with the rate from Toronto to Montreal. (File 13489.)

Order made directing the Company to put into effect a 14 cent rate on live stock, from Toronto to Smith's Falls.

2195. Consideration of the matter of interchange of tickets between the Grand Trunk and Canadian Pacific Railway Companies on passenger traffic between Toronto and Hamilton, Ontario. (File 12110.)



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Application refused,—Board holding that it had no jurisdiction.—See Judgment of Chief Commissioner. Appendix.

2196. Application for formal approval of uniform bill of lading in use in United States on shipments from points in United States to points in Canada from points in United States through Canada to points in United States. (Application 3678-2.)

Order made that the Uniform Bill of Lading in use in United States and approved by the Interstate Commerce Commission as respects all traffic which may be carried from any point in the United States into Canada or from United States through Canada to the United States be and the same is hereby approved.

(See Order No. 10761.)

2197. Consideration of the question of protection at the level crossing of the Grand Trunk Railway Company of Canada over public road south of Chesley, Ontario. (File 4637, Case 1341.)

Order made directing R.R. Co., to construct steel bridge; cost of construction to be borne.—15 per cent by the municipality of Town of Chesley, 65 per cent by G.T.R. Co., and 20 per cent out of the Railway Grade Crossing Fund. The municipality to maintain the roadway at each end of the bridge. The cost of maintenance to be borne by Ry. Co.; 20 per cent of the land damages, if any, to be borne by the municipality and the balance by R.R. Co. Work to be completed May 1st, 1911. (See Order No. 11861.)

2199. Consideration of the question of protection at the crossing where the Grand Trunk Railway crosses at Grade the public highways just east of the Station at the village of Beachville, Ontario. (Adjourned hearing.) (File 9437-147.)

No Order made.

2199. Consideration of the question of protection at the crossing of the Michigan Central Railway and Pere Marquette Railway main line, and sidings, at Grey Street, in the City of London, Ontario. (File 9437-371.)

Order made that in all switching movements over Grey Street, the Companies have watchman on street during movements. No cars to be left standing by either company within 50 feet of either side of the street line, in order that the view may not be obscured.

2200. Consideration of the question of protection at the crossings of the Grand Trunk Railway Company of Canada leading from the Town of Oakville into the County of Halton east and west of the station. (File 9437-170.)

Order made directing the Railway Company to file plans for erection of gates by the 19th of June, 1910, and to complete and erect gates within sixty days after the approval of the plans by the Board's Chief Engineer. The gates to be operated between 7 a.m. and 7 p.m. daily. Railway Company to pay 80 per cent of the cost the gates, and 20 per cent to be paid out of the Railway Grade Crossing Fund. Cost of maintenance and operation to be borne:—80 per cent by the Railway Company and 20 per cent by the Town of Oakville. See Order No. 10750.

2201. Consideration of the question of protection at the highway crossing of the Grand Trunk Railway Company of Canada between Concessions 1 and 2., in the Township of King, at Mileage 26.64. (File 9437-205.)

Order made directing the G.T.R. Co. to file plans for erection of gates at the crossing of the 7th line by the 19th June, 1910, and to erect the same within sixty days after approval of the plans by the Chief Engineer of the Board. The gates to be operated from 7 a.m. to 7 p.m. daily. The cost of the gates to be borne,—80 per cent by the Railway Company and 20 per cent out of the Railway Grade Crossing Fund. The expense of maintenance and operation to be borne: 80 per cent by the Railway Company and 20 per cent by the Town of Oakville. See Order 10750.

2202. Application of the County of Middlesex, Ontario, for an Order directing the Grand Trunk Railway Company of Canada to provide proper protection at the



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skew crossing in the Township of Dorchester. (Adjourned hearing.) (File 9437-87.)

Order made directing Railway Co., to divert highway. Work to be completed within 90 days after approval of plans by Board's Engineer. Expenses to be borne,—15 per cent by the County of Middlesex, 65 per cent by the G.T.R. Co., and 20 per cent out of the Railway Grade Crossing Fund. (See Order No. 10751.)

2203. Consideration of the question of protection of the crossing of the Grand Trunk Railway Company at Port Credit, Ontario. (Adjourned hearing.) (File 9437-178.)

Order made for watchman at Hurontario Street from 7 a.m. to 7 p.m. daily, with leave to apply to have watchman maintained at crossing 24 hours a day. Expenses to be borne as follows:—60 per cent by G.T.R. Co., 20 per cent by Township of Toronto, and 20 per cent by Township of Peel. G.T.R. Co. to widen to 20 feet the wing fences on the sides of each approach to the crossing on Lott Street. (See Order No. 10749.)

2204. Application of the Grand Trunk Railway Company of Canada, under Section 176, for an Order authorizing the Applicant Company to use and operate jointly with the Canadian Pacific Railway Company, certain tracks leading to and on the premises of the Spietz Furniture Company, The Hanover Portland Cement Company and the Knechtel Furniture Company, Hanover, Ontario. (Adjourned hearing.) (File 12288.)

Order made authorizing the G.T.R. Co. to use and operate jointly with the C. P.R. Co. the track marked "A" "B" on plan filed with the Board. (See Order No. 10775.)

2205. Consideration of the question of protection at the level crossing of Michigan Central Railroad Company at immediately west of Wood-lee Station, Ontario. (File 9437-131.)

No order made.

2206. Consideration of the question of protection at the level crossing of the Michigan Central Railroad Company at the first crossing east of Ruscomb Station, Ontario. (File 9437-132.)

No Order made.

2207. Petition of the residents of the Township of Mornington, County of Perth, Ontario, asking that the level crossing of the Canadian Pacific Railway Company at the 7th line in the Township of Mornington, near the village of Millbank, be changed to a subway. (File 9437-176.)

Order made refusing application. Railway Company ordered, at its own expense, to widen the approaches to 22 feet and do certain other work. Work to be completed by 26th June, 1910.

2208. Application of the Township of Woolwich, Ontario, for authority to open up a new road between Lots 85 and 86, Township of Woolwich, Ontario, across the tracks of the Grand Trunk Railway Company of Canada. (File 14084.)

Application refused.

2209. Application of the Township of Raleigh, under Sec. 251, for an Order approving of plans, &c., for a cut along the water course of the proposed outlet for the Pike Drainage Works into the River Thames where said course is crossed by the Grand Trunk Railway. (File 5389, Case 1997.)

Application withdrawn.

2210. Application of the Tillsonburg, Lake Erie and Pacific Railway Company (C.P.R.), under Sections 222 and 237, for authority to construct a siding into the premises of the Ingersoll Packing Company, in the Town of Ingersoll, Ontario. (File 13487.)

Order made approving location of spur, subject to conditions set forth in Order (See Order No. 10805.)



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2211. Application of the Township of York for an Order directing that Order made by the Railway Committee of the Privy Council, bearing date 16th December, 1893, with reference to the protection of certain level crossings at Dufferin and Bathurst streets, respectively, in the City of Toronto be varied, to relive the Township of York from its liability to contribute to the cost of maintenance of said protection. (File 3.)

Order made varying Order Railway Committee Privy Council Dec. 16th, 1893, by relieving Township of York from liability to contribute to cost of maintenance of protection at said Streets and directing City of Toronto to bear same. (See Order No. 10707.)

2212. Consideration of the question of protection at the level crossing of the Canadian Pacific Railway Company at Brock Avenue, Toronto, Ontario. (Adjourned hearing.) (File 9437-106.)

Order made directing that a subway be constructed on Brock Ave., 56 feet wide, giving two roadways 21 ft. wide and two sidewalks 7 ft. wide, or two 28 ft. spans. The G.T.R. to file new plans showing length of proposed subway by the 27th March, 1911. Further consideration of the application and question of division of cost of work deferred until after filing of plans. See Order No. 13150.

2213. Application of the Corporation of the City of Toronto, under Sections 237 and 238, for an Order directing the Canadian Pacific Railway Company, and the Grand Trunk Railway Company of Canada to construct and provide a public crossing at Royce Avenue, Toronto, Ontario, and to provide protection therefore by gates and watchman or by such other protection as to the Board may seem proper. (File 9437-149.)

Order made directing that the said crossing at Royce Ave. be protected by gates and a watchman. The C.P.R. to instal the gates, and file plans by the 23rd June, 1910, for approval of the Chief Engineer of the Board. The cost of the work to be borne in the following proportions: five-fifteenths by the City of Toronto, four fifteenths by the G.T.R. Co., six-fifteenths by the C.P.R. Co. The cost of maintenance to be contributed in the same proportion. The gates to be operated day and night. See Order No. 10782.

2214. Application of the Toronto, Niagara and Western Railway Company, under Section 227, for authority to cross the tracks and right of way of the Canadian Pacific Railway Company, at St. Clair Avenue, in the City of Toronto, Ontario. (File 14381.)

Order made granting the application. (See Order No. 10765.)

2215. Application of the Toronto, Niagara and Western Railway Company, under Section 227, for authority to cross the tracks and right of way of the Grand Trunk Railway Company at St. Clair Avenue, in the City of Toronto, Ontario. (File 14383.)

Order made granting application. (See Order No. 10763.)

2216. Application of the Toronto, Niagara and Western Railway Company, under Section 227, for authority to cross the tracks and right of way of the Grand Trunk Railway Company, at Davenport Road in the City of Toronto, Ontario. (File 14382.)

Order made granting application. (See Order No. 10764.)

2217. Application of the Canadian Northern Ontario Railway Company, under Section 237, for an Order granting the said Company authority to construct its line of Railway under the Don Mills Road, Township of York, County of York, at Station 26-85, and to build an overhead structure. (File 3878:179.)

Order made granting the application. See order 10780.

2218. Application of the City of Toronto, under the Railway Act, for an Order directing the Grand Trunk Railway Company of Canada to provide protection at Cherry Street, Toronto, Ontario. (File 14611.)

Order made by consent requiring the G. T. R. Co. to put a watchman at the south side of tracks from 7 a.m. to 7 p.m. and to pay his wages.



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2219. Application of the Corporation of the Town of Brampton, for an Order under Section 315, directing the G. T. R. to provide for persons travelling daily between Brampton and Toronto, rates similar to those granted to persons similarly travelling between other suburban points and Toronto; and for an Order under Section 323, disallowing the rate at present charged by the G.T.R. to persons so travelling daily between Brampton and Toronto; and for an Order under Section 341 directing the issuing of commutation tickets upon the G. T. R. between Brampton and Toronto; and for an Order directing the G. T. R. to cease discriminating between Brampton and other localities in the matter of commutation rates contrary to the provisions of Section 315 of the Railway Act. (File 7287, Case 3378.)

Application dismissed. See oral judgment Chief Commissioner under appendix C.

2220. Application of the Corporation of the City of Toronto, under Sections Nos. 315, 317, 323, and 77 for Order compelling Grand Trunk and Canadian Pacific Railway Companies to provide communication rates to and from City of Toronto and suburban municipalities within a certain radius; and for an Order compelling railways to cease discriminating unjustly between the City of Toronto and other Cities of same or greater size, with reference to tolls, and discriminating between Towns of Oakville and Streetsville, and the Towns of Brampton, Whitby, and Oshawa or others similarly situated. (File 9351, Case 4492.)

Application dismissed. See oral judgment Chief Commissioner, Appendix "C."

2221. Express Enquiry, (File 4214, Case 1503.)

See Judgment Chief Commissioner in Appendix "C."

2222. Application of the Canadian Northern Ontario Railway Company, under Section 227, 228, 237 for authority to construct a spur from its main line to and to connect with meeting siding of the Grand Trunk Railway Company of Canada. Concession 1, Village of Brighton, and for authority to construct said spur across public road between Lots 4 and 5, Concession 1, Village of Brighton, Ont. Application No. 3878:243.

Order made authorizing construction of spur on conditions set forth in Order. (See Order No. 10719.)

2223. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to carry its Railway across St. Clair Avenue, in the City of Toronto, Ontario. Application No. 4488.7. Order made granting the application without prejudice to any interest affected in connection with any applications for compensation. See Order 10762.

2224. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to carry its Railway across Davenport Road, in the City of Toronto, Ontario. Application No. 4488.6.

Order made granting the application without prejudice to any interests affected in connection with any application for compensation.

(See Order 10766).

2225. Petition of the merchants of Ingersoll, Ontario, for an Order directing the C.P.R. and the G.T.R. to provide interswitching facilities between their railways at that point. Application 6713.5.

Application refused. See judgment of Chief Com. under Appendix 'C'.

2226. Application of the Lachine, Jacques Cartier and Maisonneuve Railway Company, under Section 227 for authority to cross with its tracks the tracks of the Montreal Park and Island Railway Company at Bagg Avenue in the Parish of Sault Aux Recollets, by means of an overhead bridge. (Application No. 14329).

Order made authorizing overhead crossing by means of a bridge. Detail plans to be submitted to Engineer of Board for approval.



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2227. Condition of the interlocker at the crossing of Montreal Street, Kingston, Ontario, by the Kingston & Pembroke Railway and the Kingston, Portsmouth & Cataraqui Electric Street Railway. (Application No. 14474).

Order made subservient to report of Board's Engineer.

(See Order No. 11382).

2228. Consideration of the elimination of the grade crossing of the Canadian Pacific Railway Company at Yonge Street, North Toronto, Ontario. (Adjourned hearing). (Application 9437-153).

Order made adding Toronto Street Ry. Co. and Toronto and York Radial Ry. parties and case adjourned to Toronto sittings.

2229. Application of the Canadian Northern Ontario Railway Company, under Section 237, for authority to construct its line of Railway across the public road between Lots 13 and 14, Concession 1, Township of Cramahe, County of Northumberland, Ontario, at at Station 1032-76. Application 3878-199.

Order made approving crossing as shown at grade on plan amended by Board's Engineer. The G.T.R. and C.N.R. Cos. to cut down the embankment at the side of their respective rights of way.

2230. Application of the Corporation of the Township of Ferries, under Section 237, for an Order directing the Grand Trunk Railway Company of Canada, to provide and construct a railway crossing where the Company's railway intersects a proposed deviation of the original road allowance between Concessions 4 and 5, upon Lot No. 29, in the Fourth Concession, of the said Township. (Adjourned hearing.) Application 12759.

Order made dismissing application.

2231. Application of the Town of Hawkesbury, Ontario, for protection where the tracks of the Grand Trunk Railway Company of Canada cross Main Street, in the Town of Hawkesbury, Ontario. (Adjourned to July operating sittings.) Application 9437-44).

No Order made, Engineer's report Nov. 5th, 1909, having been complied with.

2232. Consideration of the question of protection at the level crossing of the Canadian Pacific Railway Company at George Street, Smiths Falls, Ontario. (Adjourned hearing.) (Application 9437-109).

Order made in terms of agreement between Town of Smiths Falls and C.P.R. Co. Subway at Cornelia Street and overhead crossing at George Street. 20 per cent of Subway to be paid out of Railway Grade Crossing Fund and remainder by Railway Company.

2233. Complaint relative to the train connection of the Grand Trunk Railway Company of Canada and the Canadian Pacific Railway Company at Brockville, Ontario. (Application No. 5320.) (Case 2863).

Judgment reserved.

2234. Application of the Chatham, Wallaceburg, and Lake Erie Railway Company, under Sections 221 and 226, for authority to construct a branch line from a point opposite Blind Line or Fourth Concession, Township of Dover East, crossing Baldean Street, and the Bear Line, and Winter Line in the said Township. (Application 11673).

Order made authorizing construction of Branch Line. Railway Company to be liable for cost of any changes that may be made necessary in crossing of Bell Telephone Company's line by reason of Construction of Branch Line.

2235. Consideration of the complaints raised against the form or order of the Board No. 5888, dated December 16th, 1908, in re Memorial Trainmen's Association of Canada. (Application 1750, Part 2).

Order made repealing Order No. 5888. (See Order No. 12225).

2236. Application of the Western Associated Press of Winnipeg under Section 323, for an Order directing the Canadian Pacific Railway's Telegraph and the Great Northwestern Telegraph Company of Canada, to charge press rates for press matter.



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whether to a newspaper or to the Applicants; and further directing the Canadian Pacific Railway Company's Telegraph to carry telegraphic news services supplied by other news-gathering Agencies at the same rate charged by the said Telegraph Company. (Adjourned hearing.) (Application 12002).

2237. Application of Mulligan Brothers, Proprietors, Russell House, Ottawa, under Section 4, for the fixing of certain charges to be made by the Bell Telephone Company, for telephone instruments and apparatus, to be installed in the Russell House, and providing for the cost of such installation and maintenance of the service in question. Application 12003.

Order made dismissing the application. See Judgment of Chief Commissioner, Appendix "C."

2238. Consideration of the matter of extra charge of the Bell Telephone Company of \$20.00 per mile or fraction thereof, for extra mileage. Application No. 3574.8.

Judgment reserved.

2239. Complaint of Alexander Faill, of Stratford, Ont., that the Bell Telephone Company is charging him \$61.00 for the telephone in his house which is situated two miles out of the City of Stratford, Ont. (Adjourned hearing.) Application No. 3574.5.

Judgment reserved.

2240. Complaint of the Saraguay Electric and Water Company of Montreal, P.Q., alleging overcharge in weight on three cars of telegraph poles shipped to the Temiscouata Railway Co. Application No. 14591.

No Order made, as no overcharge was proven.

2241. Application of the Empire Refining Co., Ltd., of Wallaceburg, Ont., under Section 284, for an Order directing the Père Marquette Railroad and the Chatham, Wallaceburg & Lake Erie Railway to provide adequate and suitable tank car equipment to enable the Complainants to properly transport their finished products from their works to local points in Canada. (Adjourned hearing.) (Application No. 14025. Case 2846).

Order made rescinding former Order. See judgment of the Chief Commissioner. Appendix "C."

2242. Application of the Canadian Pacific, Grand Trunk and Montreal Terminal Railway Companies for an Order interpreting certain provisions of the Order of the Board No. 4988, of July 8th, 1908, known as the General Interswitching Order. (Adjourned hearing.) (Application 6713).

Order made dismissing the application. See Order No. 12501.

2243. Application of the Bell Telephone Company, under Section 248, for authority to erect, place and maintain its aerial wires across the tracks of the Grand Trunk Railway, at public crossing two miles east of Beamsville, Ont. (Adjourned hearing.) (Application No. 14521).

No Order made. Matter referred to Board's Electrical Engineer.

2244. Application of the Bell Telephone Company, under Section 246, for authority to erect, place and maintain its aerial cable across the tracks of the Grand Trunk Railway Company at quarter mile east of Grimsby, Ont. (Canning Factory Road.) (Adjourned hearing.) Application No. 14522).

No Order made. Matter referred to Board's Electrical Engineer.

2245. Application of the Macleod Quarrying and Contracting Company, Limited, for an Order directing the Canadian Pacific Railway Company to co-operate with the Quarry Company in the construction of a spur from the Macleod-Lethbridge cut-off line to the Quarry. (Application No. 14203).

Order made granting the application. See Order 13003.

2246. Application of the Three Rivers Board of Trade, Three Rivers, Quebec, under Section 284, for an Order compelling the Canadian Pacific Railway and the



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Canadian Northern Railway Companies to afford proper facilities for connections at Garneau Junction; also under Section 317 for proper shipping facilities on said lines. (File 13994.)

Judgment reserved. The matter referred to the Chief Operating Officer for report.

2247. Application of the Chambre de Commerce, of Three Rivers, Quebec, alleging excessive freight rates and defective service of the Grand Trunk Railway Company, between Three Rivers and St. Celestin, Quebec. (File 10211.)

Order made dismissing the application.

2248. Application of Thaddee Desilets of the Parish of St. Celestin, County of Nicolet, P.Q., under Sections 252 and 253 for an Order to compel the Grand Trunk Railway Company of Canada to provide and construct a suitable passage crossing the said railway line at the point where the said railway crosses obliquely his land, being part of Lot No. 199, of plan and Official Book of Reference of Cadastral Registrement for the Parish of St. Celestin, County of Nicolet, P.Q. (File No. 10847.)

Order made directing railway Company to establish and maintain a farm crossing, at expense of the Applicant. See Order No. 11165.

2249. Consideration of the condition of Plaisance Street Crossing over the Canadian Pacific Railway at Three Rivers, P.Q. (File 9437.152.)

Order made dismissing the application.

2250. Application of the municipality of the Parish of St. Valere de Bulstrode, County of Arthabaska, Quebec, for an Order compelling the Grand Trunk Railway Company to construct and maintain their part of the bridge over the River Noir (Black River) at St. Valere de Bulstrode, County of Arthabaska, Quebec. (File 13530.)

Order made dismissing the application.

2251. Application of the Municipal Corporation of the Village of Montmorency, Quebec County, under Section 237, for an Order directing the Quebec Railway, Light and Power Company to provide and construct two public highway crossings across its railway in the Village of Montmorency, Quebec. (File 8964. Case 4260.)

Order made dismissing the application.

2252. Application of the City of Quebec, P.Q., for an order directing the Quebec Railway, Light and Power Company to cross the main line of the Canadian Pacific Railway Company at Lesage Avenue, in the City of Quebec, P.Q. (File 12529.1.)

Order made dismissing the application.

2253. Complaint of Léon Lamontagne, of St. Malachie, P.Q., that the Trans-continental Railway have taken 100 feet of his land and that in order to cross the said property, the Railway Company made a cut at right angles instead of putting in an overhead bridge, thereby allowing snow to accumulate, causing damage to his land. (File 13136.) Order made dismissing the application.

2254. Application of the Quebec Railway Light and Power Company for an order varying or amending Order of the Board No. 8348, dated the 7th of December, 1909, authorizing the crossing of the Canadian Pacific Railway at St. Valier Street, in the City of Quebec, P.Q.

2255. Application under Section 237 for authority to construct its line of railway across the public road known as Victoria Street, in the Village of Colborne, Township of Cramahe, County of Northumberland, and Province of Ontario. (C. N.O.R.) File 3878-271.

Order made authorizing crossing of Victoria Street by an overhead bridge. Corporation to pass necessary By-law in regard to closing a portion of Queen Street and to open new street north of Queen. Applicant Co. to pay corporation \$100 in full of all liability connected with closing of Queen Street. See Order No. 11173



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2256. Application under Section 237 for authority to divert Queen Street, in the Village of Colborne, Township of Cramahe, County of Northumberland, and Province of Ontario. (C.N.O.R.) File 3878-272.

Order made granting application in terms of preceding application. See Order No. 11178.

2257. Application of James N. Davis, of Colborne, Ontario, for an Order directing the Canadian Northern Ontario Railway Company to put in a culvert where their tracks cross his farm, in order that he can drive his cattle through to water. (File 14232.)

No order made, the matter having been settled by the Railway Company with the complainant.

2258. Application of the Canadian Northern Ontario Railway Company, under Section 227, for authority to cross with its lines and tracks the lines and tracks of the Grand Trunk Railway of Canada, Wye, in the Town of Cobourg, Township of Hamilton, Ontario. (File 3878-269.)

Order made granting application; crossing to be protected by interlocking plant to be installed and maintained at expense of Applicant Company. (See Order No. 11275.)

2259. Application of the Canadian Northern Ontario Railway Company, under Section 159, for sanction and approval of the location of its line of railway through the Township of Sidney, and Town of Trenton, County of Hastings, mile 136 to mile 145.1. (File 3878-270.)

Order made approving revised location, subject to terms of an agreement dated 24th June, 1910, between Applicant Company and Town of Trenton. (See Order No. 11431.)

2260. Consideration of the question of protection at the crossing of the Ontario Division, London Section of the Canadian Pacific Railway Company, at Dundas and Waterloo Road, in the Town of Galt, Ontario. (File 9437-320.)

Order made dismissing application.

2261. Application of the Canadian Northern Ontario Railway Company, under Section 227, for authority to cross the lines and tracks of the Canadian Pacific Railway Company with their lines and tracks at Smiths Falls, Ontario. (Adjourned hearing.) (File 3878-167.)

Application stands. No order to issue at present time upon the understanding that an order will be made upon the terms stated by Counsel of Canadian Northern Ontario Railway Company.

2262. Application of the Grand Valley Railway Company for an Order approving of a location of the proposed Grand Valley Terminal connecting the Grand Valley Railway Company, the Brantford and Hamilton Electric Railway, and the Toronto, Hamilton and Buffalo Railway with the Homedale factory district, in the City of Brantford, Ontario. (File 560-3.)

Order made dismissing the application.

2263. Application of the Grand Valley Railway Company for authority to cross with its railway, the Western Counties Electric Company's Canal, at Murray Street, in the City of Brantford, Ontario.

(Adjourned hearing.) (File 560-4.)

Order made dismissing the application.

2264. Application of the Grand Valley Railway Company for authority to cross with its railway, the tracks of the Toronto, Hamilton and Buffalo Railway Company at Cayuga Street, Brantford, Ontario.

(Adjourned hearing.) (File 7551. Case 3294.)

Order made dismissing the application.

2265. Application of the Grand Valley Railway Company for authority to cross with its railway, the tracks of the Brantford and Hamilton Electric Railway Com-



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pany, at Murray Street, Brantford, Ontario. (Adjourned hearing.) (File 7552. Case 3295.)

Order made dismissing the application.

2266. Application of the Brantford & Hamilton Electric Railway respecting reconstruction of Market Street Bridge, Brantford, Ontario.

Note:—Board will take matter up of substituting name of Niagara, St. Catharines & Toronto, for the Toronto, Niagara & Western in Order 9726, dated 23rd February, 1910. (File 8528.)

Order made annulling Order No. 9726 dated 23rd February, 1910, by substituting words "Niagara, St. Catharines & Toronto" for words "Toronto, Niagara and Western" in said Order. (See Order No. 11162.)

2267. Application of the Corporation of the City of Brantford, Ontario, for approval of the construction of a wooden foot bridge, connecting Mary Street and Greenwich street, Brantford, and crossing the Brantford Canal Level, and the Brantford and Hamilton Electric Railway. (File 14873.)

Order made authorizing Applicant, at its own expense, to construct a foot crossing not over seven feet in width over Brantford & Hamilton Electric Ry. at point in question. (See Order No. 11403.)

2268. Application of the Hamilton Radial Electric Railway Company, under Sections 26, 26A and 237, for an Order directing the City of Hamilton, to provide safety appliances and to erect an overhead crossing at the east end of the City's bridge, on the east side of Sheman Inlet, in the City of Hamilton. (File 14816.)

Order made dismissing application.

2269. Consideration of the question of protection at the level crossing of the Michigan Central Railroad Company at Maldon Street, in the Township of Rochester, .71 miles west of Woodslee Station, Ontario. (File 9437-537.)

Order made relieving Michigan Central Railway Company from maintaining a watchman as required by Order No. 10972 dated June 22nd, 1910. (See Order No. 11174.)

2270. Application of the Canadian Northern Ontario Railway Company under Sections 159 and 167 of the Railway Act, for approval of the revised location of its line of railway through the Town of Cobourg, in the Township of Hamilton, County of Northumberland, and province of Ontario. (File 3878-43.)

Order made granting the application. (See Order No. 10866.)

2271. Application of the Canadian Northern Ontario Railway Company, under Section 159, for approval of its location through the County of Hastings, from Mileage 116 to mileage 144 west from Ottawa, Ontario. (File 3878. Case 1480.)

Order made approving location. (See Order No. 11276.)

2272. Application of the Canadian Northern Ontario Railway Company, under Section 227, for authority to construct its lines and tracks across the lines and tracks of the Grand Trunk Railway Company of Canada, (Belleville Branch), at Belleville, Ontario. (File 3878-250.)

Order made granting the application, subject to conditions set out in Order. (See Order No. 11274.)

2273. Application of the Niagara, St. Catharines & Toronto Railway Company, under Section 167, for approval of revised location of its line of railway across ponds 1, 2 and 3, opposite locks 12, 13 and 14, Old Welland Canal, Merriton, Ontario. (File 3025.11).

Order made approving revised location.

(See Order No. 11401).

2274. Application of the Canadian Pacific Railway Company, under Sections 222, 237 and 227, for authority to lay an additional track across the road allowance between Concessions 1 and 2, Lot 7, Township of Etobicoke, County of York, and to join said track to the main line of the Grand Trunk Railway Company.

(File 10112.1).



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Order made granting application to cross, subject to certain conditions set forth in Order.

(See Order No. 11272).

2275. Consideration of the question of protection at the crossing of the Canadian Pacific Railway Company at Weston, in the Township of York, Ontario. (File 9437.80.)

Order made directing C.P.R. to install Whyte Signal Electric bell by the 27th August, 1910; 20 per cent of the cost to be paid out of the Railway Grade Crossing Fund, 50 per cent by the Village of Weston, and 30 per cent by the Township of York. The bell to be maintained at the expense of the Railway Company. Any dispute as to expense or otherwise to be settled by the Board's Chief Engineer.

2276. Application of the Corporation of the City of Toronto, Ontario, under Sections 237 and 238, for an Order directing the Grand Trunk Railway Company of Canada to provide protection at its crossing at Woodbine Avenue, in the City of Toronto, Ontario. (File 9437.102.)

Order made dismissing application.

2277. Application of the Grand Trunk Railway Company, under Sections 227 and 237, for authority to extend four siding tracks across St. Clair Avenue, and the track of the Toronto Suburban Railway Company at that point, in the City of Toronto, Ontario. (File 14685.)

Order made authorizing G.T.R. Co. to construct two additional tracks across St. Clair Avenue, and also across tracks of Toronto Suburban Railway Company where it intersects Applicant Company's line at St. Clair Avenue,—all at Applicant Company's expense. (See Order No. 11141.)

2278. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Lightbourne Avenue, Toronto, Ontario, County of York. (File 4488.8.)

Order made subject to the following conditions: that if C.P.R. tracks be elevated, the tracks of Applicant shall be elevated upon such terms as the Board may direct; that before road is open for traffic, protection shall be provided at such road crossing as the Chief Engineer of the Board may recommend. If protection is recommended at crossings that other road or roads are interested in, the cost of protection shall be apportioned by the Board.

2279. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Dunbar Avenue, in the City of Toronto, County of York, Ontario. (File 4488.9.)

Order the same as in No. 2278.

2280. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Dufferin Street, in the City of Toronto, County of York, Ontario. (File 4488.10.)

Order the same as in No. 2278.

2281. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Primrose Avenue, in the City of Toronto, County of York, Ontario. (File 4488.11.)

Order the same as in No. 2278.

2282. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Bartlett Avenue, in the City of Toronto, Ontario. (File 4488.12.)

Order the same as in No. 2278.

2283. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Hanburg Avenue, in the City of Toronto, County of York, Ontario. (File 4488.13.)

Order the same as in No. 2278.



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2284. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Shaw Street, in the City of Toronto, County of York, Ontario. (File 4488-14.)

Order same as in No. 2278.

2285. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Christie Street, in the City of Toronto, County of York, Ontario. (File 4488-15.)

Order same as in No. 2278.

2286. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Ossington Avenue, in the City of Toronto, County of York, Ontario. (File 4488-16.)

Order same as in No. 2278.

2287. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Davenport Road, in the City of Toronto, County of York, Ontario. (File 4488-17.)

Order same as in No. 2278.

2288. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Albany Avenue, in the City of Toronto, County of York, Ontario. (File 4488-18.)

Order same as in No. 2278.

2289. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Howland Avenue, in the City of Toronto, County of York, Ontario. (File 4488-19.)

Order same as in No. 2278.

2290. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Huron Street, in the City of Toronto, County of York, Ontario. (File 4488-20.)

Order same as in No. 2278.

2291. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Spadina Road, in the City of Toronto, County of York, Ontario. (File 4488-21.)

Order same as in No. 2278.

2292. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Bathurst Street, in the City of Toronto, County of York, Ontario. (File 4488-22.)

Order same as in No. 2278.

2293. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Main Street, in the City of Toronto, County of York, Ontario. (File 4488-23.)

Order same as in No. 2278.

2294. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Malvern Street, in the City of Toronto, County of York, Ontario. (File 4488-24.)

Order same as in No. 2278.

2295. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to cross Emerson Avenue, in the City of Toronto, County of York, Ontario. (File 4488-25.)

Order same as in No. 2278.

2296. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Chandes Avenue, in the City of Toronto, County of York, Ontario. (File 4488-26.)

Order same as in No. 2278.



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2297. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Connelly Street, in the City of Toronto, County of York, Ontario. (File 4488.27.)

Order same as in No. 2278.

2298. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Campbell Avenue, in the City of Toronto, County of York, Ontario. (File 4488.28.)

Order same as in No. 2278.

2299. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Ford Street, in the City of Toronto, County of York, Ontario. (File 4488.29.)

Order same as in No. 2278.

2300. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across O-ler Avenue, in the City of Toronto, County of York, Ontario. (File 4488.30.)

Order same as in No. 2278.

2301. Application of the Toronto, Niagara and Western Railway Company, under Section 235, for authority to construct its railway across Western Plan Road in the City of Toronto, County of York, Ontario. (File 4488.31.)

Order same as in No. 2278.

2302. Application of the Toronto, Niagara and Western Railway Company, under Sections 176, 177 and 178, for authority to take, use and occupy portions of Lot 35, Concessions 3, in the City of Toronto, County of York, and part of Lots 14 and 24 inclusive. (File 4488.32.)

Order made granting the application, subject to the following terms: 1. That the Board's Chief Engineer shall decide the quantity of G.T.R. land required for purpose of diverting the highway. 2. That the Board's Engineer shall decide the compensation to be paid by the Applicant company to the G.T.R. Co., if parties cannot agree.

2303. Complaint of the Municipality of Colchester South alleging inadequate passenger and freight service furnished by the Père Marquette Railroad Company. (File 11519.)

Order made dismissing complaint.

2304. Application of the Grand Trunk Railway Company of Canada, under Section 258, for approval of proposed re-arrangement of tracks and location of new passenger station at Cobourg, Ontario. (File 14884.)

Order made approving re-arrangement of Applicant Company's tracks, with the exception of most Northerly spur track. (See Order No. 11275.)

2305. Application of the Township of Orillia, for an Order under Section 237 of the Railway Act, 1903, as re-enacted by Section 4 of Chapter 32, of the Statutes of Canada, 1909, for an Order directing the Grand Trunk Railway of Canada to provide and construct, or for leave to the applicants to construct, a suitable public highway crossing over its railway at or near Severn Bridge Station in the Township of Orillia, County of Simcoe, Province of Ontario, where the Company's railway intersects Lot Number Twelve in the Fifteenth Concession of the said Township. (Application No. 14543.)

Order made authorizing the construction of the highway across G.T.R. tracks at Severn Bridge Station; private farm crossings of James Blackwell and R. J. Blackaby to be closed by consent of owners. (See Order No. 11166.)

2306. Complaint of A. L. Noble, of Norval, Ontario, respecting the train service of the Grand Trunk Railway between that point and Toronto, Ontario. (Application 14934.)

Order made dismissing complaint. (See Order No. 11168.)

2307. Application of the Quebec Oriental Railway Company for sanction of an agreement of sale, entered into between the Royal Trust Company and the Quebec



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Oriental Railway Company on the 19th May, 1910, whereby the former Company has sold to the latter Company, subject to the sanction of the Governor General in Council, the railways existing between Matapedia and Caplin and Caplin and Paspebiac, in the Province of Quebec, known as the Baie des Chaleurs section of the Atlantic and Lake Superior Railway Company. (Application No. 14723.)

Order made approving agreement and recommending to Governor in Council for sanction.

2308. Application of the residents of the City of Ottawa, residing for a portion of the year along various points on the line of railway known as the Maniwaki Branch of the Canadian Pacific Railway Company, as well as permanent residents of the district served by the said line of railway, complaining that the location of the Canadian Pacific Railway Company's Union Station is unsuitable for the purposes of arrival and departure of trains running on the said branch line; and applying for an Order requiring the arrival and departure of trains at and from the Central Station or the station situated at Nepean Point or between Nepean Point and the said Central Station. (Application 12992.)

(NOTE.)—Board will hear application to determine questions of law for Supreme Court in this case.

Order made dismissing application. (See Order No. 11317.)

2309. Application of the G.T.R. Co. under Section 178 of the Railway Act to expropriate portion of additional right of way required for Toronto Grade Separation Work west of Bathurst St. in the City of Toronto, Ont. (Application 588.7.)

Order made granting application subject to conditions set out in order. (See Order No. 11619.)

2310. Application of the C.N.O.R. under Sec. 227, for authority to construct its lines and tracks across the lines and tracks of the spur line from the G.T.R. to the Lehigh Valley Cement Works. (Application No. 3878.254.)

Order made granting application. Full interlocking plant to be put in by, and at the expense of, the Applicant Co. (See Order No. 11798.)

2311. Application of the T. H. & B. Ry. under Secs. 221, 227, and 235 and 237 for authority to construct, maintain and operate a branch line in the City of Hamilton, across Brant Street, and across lands and tracks of the Hamilton, Northwestern Division of the G.T.R. Co. to the premises of the Oliver Chilled Plow Works of Canada, Limited, Hamilton, Ont. (Application No. 14949.)

Order made authorizing Applicant Co. to construct branch line upon conditions set out in order. (See Order No. 11424.)

2312. Application of G.T.R. Co., under Sec. 178 for authority to take certain additional lands at Belleville Jet., and in the Twp. of Thurlow, Co. of Hastings, Ont. (Application No. 15192.)

Order made granting application upon terms set forth in resolution of Township of Thurlow, dated 22nd July, 1910. (See Order No. 11338.)

2313. Application of the City of Fort William, Ontario, under Section 237, for an Order directing the Canadian Pacific Railway Company to provide a highway crossing at Neebing Avenue, in the City of Fort William, Ontario. (File 14331.)

Order made dismissing the application.

2314. Application of the City of Fort William, Ontario, under Section 237, for an Order directing the Canadian Pacific Railway Company to provide a highway crossing at Crawford Avenue, in the City of Fort William, Ontario. (File 14332.)

Order made that C.P.R. Co. construct highway crossing where Crawford Avenue produced crosses Company's right of way; work to be done by 1st November, 1910. Applicant to pay Railway Company the cost of construction. (See Order No. 11556.)

2315. Application of the City of Fort William, Ontario, under Section 237, for an Order directing the Canadian Pacific Railway Company to provide a highway crossing at Stanley Avenue, in the City of Fort William, Ontario. (File 14333.)



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C.P.R. Co. to construct highway crossing where Stanley Avenue produced crosses Coy's right of way. Work to be completed by 1st Nov., 1910; cost of construction to be paid by Applicant to Company. See Order No. 11551.

2316. Application of the City of Fort William, Ontario, under Section 237, for an Order directing the Canadian Pacific Railway Company to provide a highway crossing at Mountain Avenue, in the City of Fort William, Ontario. (File 14334.)

Order made that C.P.R. Co. construct highway crossing over its right of way where same is intersected by Mountain Avenue produced. Work to be done by 1st Nov., 1910. Cost of construction to be paid by Applicant.

2317. Consideration of the question of protection of the Canadian Pacific and Canadian Northern Railways crossing at Park Street, Port Arthur, Ont. (File 92437.479.)

No Order made.

2318. Application of the Mount McKay & Kakabeka Falls Railway Company, under Section 227, for authority to cross the tracks of the Canadian Pacific Railway Company at Yonge Street in the City of Fort William, Ont. (File 5585. Case 2281.)

No Order made.

2319. Application of the Mount McKay & Kakabeka Falls Railway Company, under Section 227, for authority to cross tracks of Canadian Northern Railway at Young Street, City of Fort William, Ontario. (File 5585. Case 2779.)

No Order made.

2320. Application of the City of Fort William, Ontario, under Section 237, for authority to cross spur of the Grand Trunk Pacific Railway with its Street Railway, on the level, at Montreal Street, in order to enable the Street Railway to cross the Grand Trunk Pacific bridge at West Fort William, Ont. (File 5585. Case 2278.)

Order made that the Mount McKay & Kakabeka Falls Railway Co. be authorized to operate its cars over the said crossing on Yonge Street; and the Grand Trunk Pacific Ry. Co., to operate its trains over the said crossing at a rate of speed not exceeding ten miles an hour. See Order 11977.

2321. Application of the Grand Trunk Pacific Railway Company, under Section 221, for authority to construct branch lines or sidings leading from and adjacent to the Applicant Company's Main Line, Fort William, Ontario. (File 13405.)

Order made refusing application. See Order No. 12124.

2322. Application of the City of Port Arthur, under Sections 258, 269 and 284, for an Order directing the Grand Trunk Pacific Railway Company to furnish freight and passenger facilities to the City of Port Arthur over the Lake Superior Branch. (File 1519.20.)

Application withdrawn.

2323. Application of the City of Fort William, Ontario, under Section 237, for an Order directing the C.N.R. Co., to provide and construct a suitable railway crossing over the company's railway where Argyle Street in a straight line would intersect the railway; and also for an Order allowing the opening up and construction of Argyle Street over and across the railway on the level. (File 15274.)

Order made refusing the application to construct highway crossing on Argyle Street produced, and directing the Railway Co. to construct a crossing on Maryland Street. Work to be done by 1st October, 1910; and Applicant to pay cost of construction to Railway Co. See Order No. 11554.

2324. In *re* the application of the Corporation of the City of Victoria, B.C., for an Order to review, rescind or vary the Order of the Board No. 3731, and for an Order under Section 238 of the Railway Act, that the Esquimalt and Nanaimo Railway Company submit to the Board a plan and profile of the portion of the railway at the place or point where the said line crosses the land known as the Old Esquimalt Road in Victoria West, and for an Order under Section 237 of said Act to construct



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a level crossing for vehicular traffic, and to remove the existing fences across the said highway. (Adjourned hearing.) (File 5663. Case 4891.)

Order made that Railway Co. carry Wilson Street across its right of way at point shown on plan filed, upon Applicant providing for removal of trees upon south-west corner of crossing and undertaking that no obstruction to view will be placed on north-west side of crossing. See Order No. 12041.

2325. Application of the Esquimalt and Nanaimo Railway Company under Section 237, for leave to maintain in its present condition a passage for foot passengers only, at point of crossing of Old Esquimalt Road, or in alternative, to divert Old Esquimalt Road between William Street and Dalton Street upon and along Dalton Street, in the City of Victoria, B.C. (File 56. Case 2292.)

Application dismissed.

2326. Application of the Chief Commissioner of Lands of the Province of British Columbia for an Order further regulating the operation of railway locomotive within the Province of British Columbia in regard to the spreading of fires upon adjacent lands in the dry seasons of the year. (File 4741.2).

Stands at the request of Counsel for the British Columbia Government, which is to obtain and furnish to the Board certain information in connection with the matter.

2327. Application of the City of Vancouver, under Section 232 for an Order directing E. & N. Ry. Co. to enlarge the swing Ry. Bridge crossing Victoria Harbour by removing central pier. (File 11118.)

Order made directing that, until further notice, the regulations of the Board regarding the operation of the draw bridge of the Esquimalt and Nanaimo Railway across the Northern Arm of the Harbour of the City of Victoria, B.C., be as set forth in detail in the Order. See Order 12644.

2328. Application of the Government of British Columbia, to construct highway over E. & N. Ry., near Koksilah Station, B.C. (File 15769.)

Order made granting application.

2329. Application of the Commissioners of the Transcontinental Railway, under Section 176, for authority to use portion of main line of the Canadian Northern Railway as shown on plan between points marked "A" and "B" (about 2 miles) and the points "B" and "C" (about 0.43 miles) on the Dundee Branch of said Railway. (File No. 15401.)

Order made granting temporary running rights to Applicants over portions C.N.R. shown on plan filed, subject to condition set forth in Order. See Order No. 11547.

2330. Application of Fred Allen and Mary Allen for an Order approving the extension of the C.P.R. tracks from the boundary of Lot seven, Block Fifty-four, Sub-division One Hundred and Eighty-five, Vancouver, B.C., up to which point said tracks are now laid across lots Seven and Eight in said Block and subdivision for the purpose of getting trackage to wharves already constructed on said lots. (File 9867. Case 4811).

Order made approving location of siding. See Order No. 11731.

2331. Application of the Municipality of Matsqui, B.C., under Section 237, for authority to construct the highway known as the "Aish and Creamer Road" across the Mission Branch of the Canadian Pacific Railway. (File 13075.)

No Order made. Company undertakes to bear expense of crossing.

2332. In re complaint of Matsqui Sumas, Board of Trade in respect to the Canadian Pacific Railway Company's crossing at Essendene Avenue (Yale Road), Abbotsford, B.C. (File 15026.)

No Order made, Coy. agreeing to make changes suggested by complainant.

2333. Application of the Corporation of the Township of Sumas, B.C., et al, under Sections 238 and 154, for the removal of a building situate on International Avenue



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in the Townsite of Huntingdon, and occupied by the Canadian Pacific Railway Company. (File 14525.)

Order made granting British Columbia Government leave to open certain streets across C.P.R. tracks in accordance with terms set out in order. (See Order No. 14525.)

2334. Application of the Corporation of the Township of Sumas, B.C., et al, under Sections 238 and 154 for an Order directing the Canadian Pacific Railway Company to provide a suitable crossing at Fourth Street, Townsite of Huntingdon, District of Westminster, B.C. (File 14526).

Order same as in No. 2333.

2335. Application of the Corporation of the Township of Sumas, B.C., et al, under Sections 238, and 154 for an Order directing the Vancouver, Victoria and Eastern Railway and Navigation Company to provide a new wagon road near the junction of Third and "D" Streets, Townsite of Huntingdon, District of New Westminster, B.C. (File 14527.)

Order same as in No. 2333.

2336. Application of the Corporation of the Township of Sumas, B.C., et al, under Sections 238, and 154, for an Order directing the Vancouver, Victoria and Eastern Railway and Navigation Company to furnish a new wagon road to the west of the present wagon road which runs adjacent to the Canadian Pacific Railway, Townsite of Huntingdon, District of New Westminster, B.C. (File 14528.)

Order same as in No. 2333.

2337. Application of the Corporation of the Township of Sumas, B.C., et al, under Section 284, for an Order directing the Canadian Pacific Railway Company, and the Vancouver, Victoria, and Eastern Railway and Navigation Company, to provide, offices on the Canadian side of the International Boundary line in the Townsite of Huntingdon, District of New Westminster, B.C. (File 14529.)

Order made refusing application.

2338. Application of C. J. Piper, of Piper Siding, B.C., for an Order directing the Great Northern Railway Company to construct a crossing at that point. (File 14136.)

Order made dismissing application, a crossing having been made.

2339. Complaint of the New Westminster Board of Trade and others against alleged dangerous condition of the North Road Railway Crossing on the Vancouver, Victoria and Eastern Railway between City of New Westminster and the Towns of Fort Moody and Barnet. (File 9437-99.)

Order made directing V. V. & E. Ry. and Nav. Co., to protect crossing with day and night watchman and provide shelter for men. Wages of watchmen to be borne as follows:—Municipality of Coquitlam, 10 per cent; Municipality of Burnaby, 15 per cent; New Westminster, 25 per cent; and Ry. Co., 50 per cent. See Order No. 11734.

2340. Complaint of the residents of Abbotsford, B.C., respecting condition of the Vancouver, Victoria, and Eastern Railway over Pauline Street, Montrose Avenue, Cypress Street, and to have Railway poen up same; also alleging very bad condition of Oscar Street. (File 11678.)

Order made directing widening of dump on Oscar Street on the North side of Railway to 20 feet at top; work to be finished by 15th November, 1910. Railway to construct on Montrose Ave., work to be finished by 1st September, 1911. Expenses to be borne,—48 per cent by Government of British Columbia, 32 per cent by Railway Co., and 20 per cent out of the Railway Grade crossing fund. See Order No. 12040.

2341. Consideration of the question of protection of the crossing at Columbia Avenue, over the English Bay Branch of the Canadian Pacific Railway, Vancouver, B.C. (File 9437-343.)

See judgment of Comm. Mills, Appendix "C."



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The Board is of the opinion that the Railway Company should be re required to protect crossings of Columbia Ave. and Powell Street by a flagman from 7 a.m. to 11 p.m., the British Columbia Electric Ry. Co. to refund the C.P.R. one-sixth of the wages of the man or men employed.

2342. Consideration of the question of protection of the Canadian Pacific Railway Crossing at Powell Street, Vancouver, B.C. (File 9437.506.)

See Judgment of Comm. Mills, Appendix "C."

The Board is of opinion that the Railway Company should be required to protect crossings of Columbia Ave. and Powell Street by a flagman from 7 a.m. to 11 p.m., the British Columbia Electric Ry. Co. to refund the C.P.R. one-sixth of the wages of the man or men employed.

2343. Consideration of the question of protection of the Canadian Pacific Railway Crossing at Carrall Street, Vancouver, B.C. (File 9437.504.)

See judgment on Comm. Mills, Appendix "C."

The Board is of the opinion that the Railway Company should be required to protect crossings of Columbia Ave. and Powell St. by a flagman from 7 a.m. to 11 p.m. the British Columbia Electric Ry. Co. to refund the C.P.R. one-sixth of the wages of the man or men employed.

2344. Application of the Vancouver, Victoria & Eastern Railway and Navigation Company, under Sections 221-225, for an Order approving of a Branch line from a point on the Company's Main Line in the Town of Huntingdon, in the Province of British Columbia, to the International Boundary, a distance of 300 feet. (File 14710.)

Order made approving the location of the Branch line in question upon the consent of the Municipality of Sumas. See Order 11732.

2345. Application of the V.V. & E. Ry. and Nav. Co. under Sections 227 and 237 for leave to carry industrial tracks over the tracks of the B. C. Electric Railway Co., also over the following streets in the City of Vancouver, B.C., Harris and Hastings Streets between Barnard and Harris, over Barnard Street, over Harris Street, over lane between Harris and Keefer Streets, over Pender Street, over lane between Pender and Hastings Streets, over Raymur Avenue between Hastings and Cordova Street over Cordova Street.

(NOTE). Board will take up the matter of tracks "a" and "b" referred to in original application. (File 13224.)

Order made granting leave to Applicant Co. to carry tracks marked "A" and "B" over Electric Ry. Co., tracks and streets shown on plan. All questions relating to a portion of grades and cost reserved. See Order No. 12403.

2346. Application of the Canadian Northern Railway Company (as successors by amalgamation to the Edmonton, Yukon & Pacific Ry. Co.) for authority to take possession of, use, and occupy certain lands belonging to the Canadian Pacific Railway Company forming parts of the right of way of the Canadian Pacific Railway from Lytton southerly down the east side of the Fraser River as far as the Cisco Bridge, about mile 7 south of Lytton, and forming part of the Canadian Pacific Railway right of way north and east of Lytton on the south bank of the Thompson River, being mile 0, to about mile 3, near Gladwin, as shown on the land plan, on the contour plan and on the profiles of the two railways. (File 3539.25.)

2347. Application of the Canadian Northern Railway Company (E.Y. & P. Ry.) under Section 159 for sanction and approval of the location of its line of railway from mileage 0 to mileage 7, up the North Thompson River from Lytton, B.C., also for an Order under Section 167 amending the plan approved by Order No. 7746, dated August 5th, 1909, in respect to the most northerly 338 feet thereof, which is changed from a tangent to a 3 degree curve to the right.

(NOTE.) This matter is set down for hearing in view of a letter dated February 2nd, 1910, from Mr. E. W. Beatty, General Solicitor of the Canadian Pacific Railway Company. (Adjourned hearing). (File 3539.14.)



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Matter referred by consent of the Railway Companies to Mr. C. E. Cartwright, to inspect and report on.

2348. Application of the Canadian Northern Railway Company, (E. Y. & P. Ry.) under Section 159, for approval of the location of its line of railway from Section 2, Township 15, Range 17, West of the 6th Meridian to Section 11, Township 14, Range 17, West of the 6th Meridian. Mileage 0 to Mileage 5, Province of British Columbia.

(NOTE) This matter is set down for hearing in view of a letter dated February 2nd, 1910, from Mr. H. W. Beatty, General Solicitor of the Canadian Pacific Railway Company.

(Adjourned hearing.) (File 3359-4.)

Matter referred by consent of the Railway Companies to Mr. C. E. Cartwright, to inspect and report on.

2349. Complaint of A. E. BURNETT & COMPANY, LIMITED, of Vancouver, B.C., respecting switching charges of the Great Northern Railway Company, the British Columbia Electric Company and the Canadian Pacific Railway Company. (File 6713-10.)

Order made dismissing the application. See Order No. 12089.

2350. Complaint of the Board of Trade of Dawson City, Yukon Territory, and White Horse Board of Trade alleging exorbitant freight and passenger rates on White Pass and Yukon Railway. (File 2030.)

Order made that the British Yukon Ry. Co., the British Columbia Ry. Co., the Pacific & Arctic Ry. & Nav. Co. and the White Pass and Yukon Ry. Co. desist from discriminating against the applicant in favour of the Atlas Mining Co. and others, and that the Railway Co. cease and desist from discriminating in favour of the locality in which the Atlas Mining properties are located, against the locality in which the mines of the applicant are located. Also that the Railway Co. file with the Board tariffs showing the rates granted to the Atlas Mining Co. in pursuance of an agreement between the Pacific & Arctic Ry. & Nav. Co. and the British Yukon Ry. & Atlas Mining Co., bearing date the 1st March, 1910. Also directing the Ry. Cos. to file a tariff amending or supplemental to C.R.C. 9 issued 16th Sept., 1909, and other directions as set forth in Order. See order 11819.

Complaint of J. H. Conrad alleging excessive freight rates charged by the White Pass & Yukon Route on ores from Carcross to Skagway and on Mining Machinery and Camp Supplies from Skagway to Carcross. (File 10556.)

2351. Order made that the White Pass & Yukon Route and White Pass and Yukon Ry. Co. load ore for shipment upon the line of the said Railway Companies, at or near the point which the applicants have been permitted by the Railway Cos. in the past to load the said ore upon the lines of the railway company, at or near Caribou crossing, until the application of the industrial siding is disposed of or the same constructed and providing that the Railway Companies shall be liable to forfeit in pay a penalty of \$100 per day for each day that the applicant is not permitted to load ore at the point in question. See order 12512.

2352. Consideration of the question of protection of the Canadian Pacific Railway crossing highway at the west end of Creston Yard, District of West Kootenay, B.C. (File 9437-653.)

No Order made

2353. Complaint of the Board of Trade, Greenwood, B.C., and Donald O. McKay, alleging the unauthorized connection at Danville, Midway, and Myncester; also the unauthorized deviation of the authorized line; discrimination in the matter of tariffs of tolls between Princeton and Rossland; and application for an Order to prohibit the operation of branch line at or near Myncester. (Adjourned hearing.) (File 9772.)

Order made dismissing complaint.



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2354. In the Matter of application of the Corporation of the City of Grand Forks, in the Province of British Columbia, for an Order directing the Kettle River Valley Railway Company to carry out the terms and conditions of its agreement with the City, dated the 7th day of March, 1906, and forwith to construct, maintain and operate a line of railway so as to afford proper and adequate facilities for passengers and freight from the said City of Grand Forks for a distance of fifty (50) miles up the north fork of Kettle River. (File 15512.)

Order made dismissing the application. See Order No. 12482.

2355. Petition of the residents of Blairmore, Alta., relative to the location of the Canadian Pacific Railway Company's station at that point. (File 1478.)

No Order made.

2356. Consideration of the matter of protection at Galt Street crossing, Lethbridge, by the C.P.R. and Alberta Railway and Irrigation Co.'s lines. (File 9437-525.)

Board directs that Order go when the plans are completed and filed.

2357. Application of Canadian Pacific Ry. Co. under sec. 258 of the Railway Act, for an Order authorizing the location of a proposed new station at Kipp, on the Crow's Nest Branch, in the Northeast Quarter of Section 30, Township 9, Range 22, West of the Fourth Meridian, Province of Alberta. (File 15200.)

Order made refusing the application. See Order 12506.

2358. Complaint of W. R. Dobbin of Lethbridge, Alta. complaining of the dangerous condition of the crossing of the Canadian Pacific Ry. Co. where its railway crosses (a) the McLeod Trail, so called, at mileage 2.6, west of the City limits of the City of Lethbridge; (b) the road allowance between Kipp and Monarch, Sections 1 and 2, Township 10, Range 23, West of the 4th Meridian. Mileage 10.6; and (c) the road allowance in section 33, Township 10, range 23, west of the 4th Meridian, all in the Province of Manitoba. File 14019.

Order made that the Railway Company provide and construct an overhead bridge about 1,200 feet west of the present crossing at mileage 2.6, and an overhead bridge as mileage 10.6; and that the Company submit detail plans of the work for the approval of an Engineer of the Board, and complete the work by the 1st June, 1911. See Order 12062.

2359. Application of the Canadian Pacific Ry. Co. under Section 222 of the Railway Act, to construct three industrial spurs for the West Canadian Collieries, Limited, in the Northeast quarter of Sec. 20, Twp. 7, Range 3, West of the 5th Meridian, at Bellevue, Alta. (File 16358.)

Order made authorizing the Company to construct the spurs in question, each spur to be completed by the 13th March, 1911. See Order 12521.

2360. Application of the City of Calgary, Alberta, under Section 237, for authority to construct a subway under the tracks of the Calgary and Edmonton Branch of the Canadian Pacific Railway Company where the same crosses the road allowances between Sections 11 and 12, Township 24, Range 1, West of the 5th Meridian, on the line of 15th street, in the City of Calgary, Alberta. (Adjourned hearing.) (File 11824.)

Stands until City of Calgary advises Board of what it desires to be done in the matter.

2361. Application of the City of Calgary, Alberta, under Section 237 of the Railway Act, for authority to construct a subway under the tracks of the Canadian Pacific Railway Company's main line where the same crosses the road allowances between Sections 11 and 12, Township 24, Range 1, West of the 5th Meridian, on the line of the 15th Street, in the City of Calgary, Alberta. (Adjourned hearing.) (File 11823.)

Order made authorizing construction of overhead bridge in accordance with the conditions set forth in agreement dated 20th August, 1910, between City of Calgary and Railway Co.



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2362. Consideration of the question of protection of the Canadian Pacific Railway Crossing of Main Street, Medicine Hat, Alta. (File 9437-515.)

Order made directing Railway Co. to file with Board by 16th October, 1910, a plan showing location of gates at Main Street. Company to construct and complete said gates within 60 days after approval of plan. Cost to be paid: 40 per cent by Railway Company, 40 per cent by the City of Medicine Hat, and 20 per cent out of the Railway Grade Crossing Fund. Gates to be operated day and night by employees of Ry. Co. Cost of maintenance to be divided equally between City and Ry. Co. See Order No. 11824.

2363. Application, under Secs. 222 and 237, for authority to construct, maintain and operate an industrial spur for Sidney Houlton, along the lane in Block 69; thence across Fourth Street; thence across Lots 46 to 48 in Block 67, Calgary, Alta. (File 15080).

Order made granting the C.P.R. Co. leave to file plan showing location of spur and after approval of plan by Board to construct spur across Fourth Street. In event of protection being needed at crossing, applicant to bear such portion as Board may determine. See Order No. 11821.

2364. Application of the Canadian Northern Ry. Co. under Sec. 159 of the Railway Act, for the sanction and approval of the location of its line of railway through a part of the City of Calgary, Alta. (File 12924-20.)

Application withdrawn.

2365. Application of the Town of High River, Alta., for an order directing the removal of one of the tracks of the Calgary and Edmonton Railway Company, across Third Street, in the Town of High River. (File 15739.)

Application withdrawn, as the matter had been settled by the Company granting the request of the Town.

2366. Application of the City of Calgary under Sec. 237 of the Railway Act, for authority to construct bridge over the MacLeod Branch of the Canadian Pacific Railway Co. at Eleventh Street East, Calgary, Alta. (File 15489.)

Order made granting leave to the City of Calgary to erect overhead bridge at the point in question, and providing that the expense in connection with the erection and maintenance thereof be borne by the applicant. See Order 11810.

2367. Application of the City of Calgary, under Sec. 227 of the Railway Act, to construct a subway under the tracks of the Canadian Pacific Ry. Co. at Eighth Street West in the City of Calgary. (File 15488.)

Order made authorizing the City of Calgary to construct the said subway in accordance with Paragraph 14 of the agreement between the City and the Railway Company, dated the 14th September, 1906. The division of cost and the work to be apportioned as provided in said paragraph 14. Work to be completed by 1st September, 1911.

See Order No. 12454.

2368. Application of the City of Calgary, Alta., for an order authorizing and directing the construction of a subway crossing the tracks of the Canadian Pacific Railway Co. at Rose Street (now Fourth Street West) in the City of Calgary. (File 15556.)

Order made that the construction of a subway as applied for be postponed for further consideration, upon the application of either party; and providing that the Railway Company file a plan with the Board by the 17th October, 1910, showing the location of the gates on Fourth Street, and within sixty days after the approval of the said plan erect and maintain gates, operating the same day and night at the expense of the Railway Company. The rights to the parties under agreement bearing date the 14th September, 1906, in no way to be prejudiced by this Order. 20 per cent of the cost of constructing the gates to be paid out of the Railway Grade Crossing Fund. See Order 11822.



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2369. Application of G. H. Furnival for an Order directing the Grand Trunk Pacific Railway Company to treat with the Applicant in respect of damages sustained by him in respect of his property, Lot 16, in R.L. 14, Edmonton, Alberta, by the construction and operation of the railway across Clark Street; immediately west of the land described herein. (File 13372.)

Stands for six months for completion of agreement between City of Calgary and Ry. Co.

Application stands to be taken up at the next Edmonton Sittings of the Board.

2370. Application of the Local Improvement District 27-S-4 Alberta, for an Order compelling the Grand Trunk Pacific Railway to carry out the terms of the Order of the Board No. 8462, dated October 20th, 1909, with respect to the crossing the G.T.P. Ry., over Fort Saskatchewan Trail. (File 9023.)

Order made authorizing Railway Co. to expropriate certain lands, and directing Railway Co. to file plan by the 29th of September, and carry its line over Norton Street in said City; all work to be completed by 1st July, 1911. Also providing that Saskatchewan trail be not closed for public traffic until the completion of Norton Street Bridge. See Order 11812.

2371. Application of the G.T.P. Branch Lines Company, under Section 237, for an Order approving of highway crossing and road diversion in the northeast quarter Section 34, Township 45, Range 21, West 4th Meridian, District of North Alberta, Province of Alta. (File 10821-2.)

Order made that Railway Co. file plans for overhead bridge by the 19th of October 1910; Local Improvement District and Government to pay \$200.00 and \$500.00 respectively towards the construction of the work. Work to be completed by 15th June, 1911. Local Improvement District to complete approaches at both ends of bridge. See Order No. 11823.

2372. Application of the Grand Trunk Pacific Railway, under Section 237, for an Order approving of its highway crossing and road diversion in South West Quarter Section 1, Township 51, Range 19, West of the Fourth Meridian, District of North Alberta; also application of the Town of Tofield, under Section 237, for approval of the highway crossing, namely the extension of King Street across the tracks of the Grand Trunk Pacific Railway, in the Southwest Quarter of Section 1, Township 51, Range 19, West of the Fourth Meridian, District of North Alberta, Province of Alberta. (File 2236-37.)

No Order made. See Judgment of Chief Commissioner, Appendix "C."

2373. Complaint of the Canadian Northern Railway Company alleging that the cars of the Edmonton Street Railway pass over the railway crossing at east end of station platform without the Conductor getting off in the proper manner and giving the Motorman a "clear" signal. (File 15069.)

Application withdrawn.

2374. Application of the Local Improvement District 24-S-4, Millet, Alberta, for an Order directing the Calgary & Edmonton Railway Company (C.P.R.) to provide a highway crossing over the railway opposite Edward Street in the village of Millet, Alberta. (File 13637.)

Order made granting Applicant leave to extend Alexdra Street across Railway Company's right of way at point shown on plan. Railway Company granted leave to remove switch at the south end of the business track to a point outside the limit of the said crossing. (See Order No. 11809.)

2375. Consideration of the question of protection of the Canadian Pacific Railway crossing at Whyte Avenue, Strathcona, Alta. (File 9437-509.)

No Order made. Stands until the High Level Bridge is completed.

2376. Application of the Edmonton Board of Trade, under Sections 314 to 339 inclusive, for an Order directing the Canadian Pacific Railway, Canadian Northern Railway, and Grand Trunk Pacific Railway Companies, to immediately issue and put



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into effect new freight Tariffs on classes one to ten inclusive, on goods shipped from Port Arthur and Fort William to Edmonton. (File 14384.)

No Order issued. Judgment of the Chief Commissioner concurred in by Commissioner Mills to the effect that this case is covered by the Order made in the Regina Board of Trade case, which requires the Companies to remove existing discrimination by reducing rates from Fort William and Port Arthur to Regina and other points west of the favoured points.

2377. Application of the Alberta Central Railway for approval of location of its line from the Town of Red Deer, westerly and northerly, to Rocky Mountain House. (File 1409.2.)

(NOTE.) The Board will consider the question of having the Railway Company deliver passengers and local freight within the Town of Red Deer. (File 14097.)

Application withdrawn.

2378. Complaint of the North Battleford Lumber Co. of North Battleford, Sask., on behalf of the retail lumbermen of that place alleging discrimination in lumber rates between Warman and Lloydminster by the Canadian Northern Railway Company. (File 15207.)

Order made making Canadian Pacific Railway a party to the proceedings and postponing hearing until after the answer of the Company is filed. (See Order No. 11813.)

2379. Complaint of Donald MacKenzie, Kirk, Alta., against the G.T.P. Ry. Co. for not giving him a suitable crossing at his homestead in the S.E. Quarter of Sec. 36, Twp. 53, Range 10, West 5th M., Province of Alberta. (File 14954.)

Order made directing the Railway Company by the 19th of October, 1910, to construct highway crossing upon road allowance between Sections 25 and 30.

2380. Complaint of C. A. Johnston of Ranfurly, Alta., relative to cattle killed on the C.N.R., 2½ miles east of Ranfurly, Alta. (File 14911.)

No Order made, the Railway Company undertaking to have the right of way fenced and cattle guards put in by 15th November, 1910.

2381. Complaint of Thomas Usher of Big Valley south of Stettler, Alta., regarding engines of the C.N.R. (File 15249.)

No Order made. Board holding that it had no jurisdiction in the matter.

2382. Complaint of United Farmers of Alberta, East Clover Bar Local Union No. 3, *re* G.T.P. Crossing east of Ardrossan Station. (File 9437-100.)

Order made that the G.T.P. Railway Company do complete the construction of Bridge in accordance with plan filed before 15th of November, 1910.

2383. Application Town of Vegreville, Alta., for an Order to construct and maintain a suitable highway crossing over the railway lines of the C.N.R. at Main St. File 13952.

No Order issued. See judgment of Comm. Mills concurred in by the Chief Commissioner, dated 29th December, 1910, to the effect that the Town of Vegreville and the Railway Co. should agree where the western crossing is to be made and report to the Board, after which the Board will issue an Order providing for both crossings.

2384. Application of the Department of the Attorney General on behalf of the Province of Alberta for authority to cross the right of way of the Calgary and Edmonton Railway Company (C.P.R.) on the N.E. Quarter of Sec. 23, Twp. 46, R. 24, West 4th M. at Wetaskiwin, Alta. File 14799.

Order made granting applicant leave to cross the railway at the point in question and providing that if the old crossing was one that the railway company was bound to maintain, it should maintain the new crossing. In the event of any dispute as to maintenance, either party may submit evidence to Board as to liability to maintain it. See Order 11820.

2385. Application Alf. Denis Co., Ltd., Edmonton, Alta., for an Order that owing to the scarcity of hay in the Western Provinces, the C.P.R. be required to carry hay



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from eastern Canada at the rate charged on grain from the West to the East. (File 15386.)

Order made dismissing the application.

2386. Complaint of Peter Reid, Blackfalds, Alta., relative to four horses killed on the railway at S.W. Sec. 14-39-27 W. 4th owing to the Railway's Engineers taking the fence down. File 15172.

No Order made.

2387. In the matter of the application of Wm. Humberstone of the City of Edmonton, Prov. of Alberta, under section 226 of the Railway Act, for an Order directing the Grand Trunk Pacific Ry. Co. to construct a branch line to the shaft of his mine situated on the north-west quarter of sec. 7, Twp. 53, range 23, West 4th Meridian, adjoining the Clover Bar Coal Co's. lands.

Order made directing the Railway Company to construct an extension of the Clover Bar Coal Co's. spur across its lands to the lands of the Humberstone Coal Co. The work to be completed by the 15th Feb., 1911; and that, in the event of the applicant and the Railway Company being unable to agree as to terms, leave reserved to apply to the Board to fix the same. See Order 12207.

2388. Application City of Edmonton, Alta., under Sees. 227 and 226 for authority to cross, at rail level, with the lines of its municipality owned Electric Street Railway, the line of the Edmonton, Yukon & Pacific Ry. Co. at the intersection of the said lines with Edward St., at the junction thereof with Stephen Avenue, said City and to erect, place and maintain wires to transmit power across tracks of said Railway Company at said crossing. File 15552.

Order made authorizing the applicant to cross with its electric railway the Railway Company's line at Edward St., subject to conditions set forth in Order. (See Order 12082.)

2389. Application of the Corporation of the City of Edmonton, Alta. under Sees. 227 and 246 to cross at level, with the lines of its municipality owned Electric Street Railway, and to erect wires to transmit power, over the line of the Edmonton, Yukon and Pacific Ry. Co. at the intersection of the said lines of the said Company with Edward Street, between Stony Plain Road and Mackenzie Avenue, within the limits of the said City. (File 15532.)

Order made authorizing the Applicant to cross with its electric Street railway the lines of the Railway Company at the intersection of Edward Street and Stony Plain Road and Mackenzie Avenue, subject to the conditions set forth in Order. (See Order No. 12081.)

2390. Application of the Town of Carlyle, Sask., for an Order directing the Canadian Pacific Ry. Co., and the Canadian Northern Ry. Co. to put in transfer tracks where the lines cross at Carlyle, Sask. (File 12562.)

Adjourned sine die, until road is inspected and opened for traffic, when, if he desires, the Applicant may renew the application.

2391. Application of the City of Regina, Sask. under Section 227, for leave to construct an electric street railway over and across the line of the Canadian Pacific Railway at a point between sections 22 and 23, in Township 17, Range 20, West of 2nd Meridian, and at thirteen other points on the C.P.R. also across the line of the Canadian Northern Railway between Townships 17 and 18, West of the 2nd Meridian, and at six other points. (Adjourned hearing). File 12124.

The City of Regina to file plans showing 66 foot subway at Broad Street, and to have leave to construct the same when plans are approved by the Board. Upon completion and opening for traffic of the said subway, Hamilton Street to be closed by consent of City. City to have leave to file plans for an overhead foot bridge at or near present Hamilton Street crossing. Judgment reserved as to the distribution of cost of the work, and abuttal damages if any.

2392. Consideration of the question of protection of the Canadian Pacific Railway Crossing at Eleventh Avenue, Moosejaw, Sask. (File 9437-470.)



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Order made that crossing at 11th Ave. be protected by subway to be constructed by the City not later than the 1st Jan., 1912. Detail plans to be filed by the City for approval of the Board. 20 per cent of cost of work, not including land damages, if any, and not exceeding the sum of \$5,000, to be paid out of the Railway Grade Crossing Fund; and the City to have leave to apply, if necessary, for extension of time for the construction of the proposed work. See Order No. 12044.

2393. Complaint of A. L. Brown, Coal Dealer, of Saskatoon, Sask., alleging unsatisfactory results obtained by having coal shipped in open cars, and applying for an Order directing that Railway Companies be compelled to ship domestic soft coal in closed box cars. (File 13980.)

The Board declined to make any general order of the character asked for. See judgment of the Chief Commissioner dated 9th November, 1910. Appendix "C."

2394. Application of Grand Trunk Pacific Branch Lines Co. under section 227 of the Railway Act for authority to connect the Yorkton Branch of the C.N.R. in the S.W. quarter, Section 36, Twp. 30, Range 4, West of the 2nd Meridian, and Canora, Sask. Order made that Order of the Board No. 11156, dated July 11, 1910, authorizing the said connection at Canora, between the lines of the Grand Trunk Pacific Branch Lines and the Canadian Northern Railway be rescinded. (File No. 10862.5.)

Order made that Order 11156, dated 11th July, 1910, authorizing a connection at Canora between the lines of the Grand Trunk Pacific Branch Lines Co. and the Canadian Northern Ry. Co. be rescinded.

2395. Complaint of the Board of Trade of the Town of Indian Head, Sask., alleging inadequate train service provided by the Canadian Pacific Ry. Co. at that point. Complaint withdrawn. (File 15201.)

2396. Complaint of the Prudential Exchange Co., of Lang, alleging discrimination by the Canadian Pacific Ry. Co. in rates on coal from Fort William and Port Arthur to Lang, as against Moosejaw and Regina. (File 15292.)

Order made refusing the application. See Order 12503.

2397. Petition of residents of Disley, Sask. requesting that the Canadian Northern Ry. Co. be ordered to provide suitable station facilities. (File 15363.)

No Order made, the Canadian Northern Ry. Co. undertaking to have a standard station and platform built by 1st July, 1911.

2398. Application of Canadian Pacific Ry. Co. under sec. 227 of the Railway Act, for authority to construct a siding across the highway between sections 13 and 14, Township 3, Range 4, West 2nd Meridian, Saskatchewan, at the Village of Frobisher. (File 15165.)

Application withdrawn.

2399. Application of the Grand Trunk Pacific Railway under section 227, for authority to cross at grade level the tracks of the Canadian Pacific Railway Company (Pembina Branch) Oak Point Junction near Winnipeg. Also to connect with tracks of the Main Line and those of the Oak Point Branch of the C. N. R.

NOTE: Board will take up apportionment of the cost between the C.N.R. and the G. T. R.

Stands by arrangement for completion of negotiations between the parties.

2400. Application of the Canadian Pacific Railway Company for an Order amending Order No. 9341, dated January 20th, 1910, in connection with the crossing of the Winnipeg Electric Railway and Canadian Pacific Railway over Logan Avenue, in the City of Winnipeg, Manitoba, so as to provide that the expense of flagmen be paid by the Winnipeg Electric Railway Company.

NOTE: The Board will also consider the question of protection at this crossing. (File 8922, Case 4716.)

No further order necessary. Order of August 15th, 1910 stands.

2401. Consideration of the question of protection at the crossing of the Canadian Pacific Railway Co. at Carter Ave. Winnipeg, Man. (Adjourned hearing.) (File 9437.278.)



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No order made. Board to inspect the locality.

2402. In *re* the closing of the continuation of Main street in the village of Manitou by the Canadian Pacific Railway Company. File 15159.

No order made. Canadian Pacific Railway Company consenting to act on the report of the Board's Assistant Operating Officer.

2403. Application of Grain Growers Association of Kenville, Man., complaining that the rate charged by the Canadian Northern Railway Company, on shipments of grain on its Thunder Hill Branch are excessive and discriminatory. File 12039.

Order made dismissing the application. See Order 12039.

2404. Application of the Canadian Northern Railway Company, under Sections 222 and 226 for authority to extend an industrial spur across Mulvey Ave, and Fleet Ave., Fort Rouge, Winnipeg, Manitoba. File 15368.

Order made amending the plan filed by Applicant Company, by striking out the tangent shown upon said plan commencing at Mulvey ave., also granting leave to the applicant company to extend spur across the Blackwoods property and across Mulvey Ave., to Lot 1, Block 11, subject to certain conditions as set forth in the said order. See Order 12012.

NOTE.—From this Order, the Blackwoods, Limited, and the Manitoba Brewing and Malting Company, Limited, appealed to the Supreme Court of Canada; and upon the hearing of the said appeal the said Order of the Board was reversed and set aside.

2405. Application of Canadian Pacific Railway Company, under Section 227 of the Railway Act for authority to cross with the second track of its double track between Winnipeg and Brandon at Portage la Prairie, the tracks of the Canadian Northern and Grand Trunk Pacific Railway Companies. File 15403.

Order made granting the application; the Canadian Northern and the Grand Trunk Pacific to bear and pay in the proportions contributed by them towards the existing plant the cost of such changes in the present interlocking plant as may be directed by an Engineer of the Board. The work to be done by the Applicant Company. See Order 12047.

2406. Application of the Rat Portage Lumber Company, under Sections 314, 318, 321 and 323 of the Railway Act, for an Order directing the Canadian Northern Railway Company to reduce its tolls, charges or freight rates for carrying the saw-logs of the applicants from the Rainy River and points adjacent thereto to the mills of the applicants at the City of St. Boniface, in the Province of Manitoba. File 9797. Case 4782.

Order made deciding that it is the duty of the Canadian Northern Ry. Co., as successor of the Manitoba and South-eastern Ry. Co., to haul pine and spruce logs upon its lines for any distance up to 150 miles from Winnipeg, and from the point, if any, where the railway touches Rainy River, to Winnipeg, at rates not to exceed \$2.50 per 1,000 feet board measure, in accordance with the provisions of 61 Victoria, Chap. 43, Manitoba. Also providing that the Canadian Northern Ry. Co. file with the Board joint tariffs with the Minnesota and Manitoba Railway Company, as therein set out. Also providing that if for any reason the Canadian Northern and Minnesota and Manitoba Railway Company are unable to agree upon such joint tariffs or the division thereof, the Canadian Northern Ry. Co. shall file with the Board tariffs showing the rates from the International boundary line between Minnesota and Winnipeg, which added to the local rate upon the Minnesota and Manitoba Railway from the point of origin to such international boundary line shall not exceed \$2.50 per 1,000 feet board measure. Also disallowing the \$2.00 switching toll charged by the Company for the switching services rendered.

See order 12107.

2407. Application of the Village of Winnipeg Beach under sections 30 and 258 for an order directing the Canadian Pacific Ry. Co. to provide and maintain station agent at that point for the whole year.



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Stands until the 1st September, 1911, when the Railway Company is to file a statement of the earnings at the station in question, from the 11th July, 1910, to 31st August, 1911.

2408. Application of Grand Trunk Pacific Ry. Co. under sec. 237 of the Railway Act for approval of highway crossing and road diversion between sections 15 and 22, Twp. 33, Range 28, West 2nd Meridian, District of Saskatoon, Province of Saskatchewan, and an order of the Board No. 8914, dated 15th Dec., 1909, made on the application of Wm. Bailey of Zelma, Sask., for an order rescinding said Order. File 1787.17.

Order made rescinding said order No. 8914. See order 12048.

2409. Application of the Canadian Northern Ry. Co. for authority to construct a transfer track along First St. to a junction with the Canadian Pacific Ry. at a lane north of Rosser Ave., Brandon, Man. File 14820.

Application withdrawn.

2410. Application of C.P.R. Co. under sections 222 and 237 of the Railway Act, for authority to construct, maintain and operate an industrial spur and three subspurs in the City of Brandon, Man. File 15082.

Order made granting the application subject to the terms of agreement between the City of Brandon and the Railway Co. dated 17th May, 1910, except that the hours of switching between Fifth and Tenth Streets shall be between 11 p.m. and 5 a.m. and subject to further condition that compensation be made to any abutting land owner whose lands are injuriously affected by the construction of the spurs. Movement of trains over the spur to be strictly in compliance with the provisions of section 276 of the Railway Act. See Order 12431.

2411. Consideration of the question of protection of the Grand Trunk Railway crossing of John Street, Aylmer, Township of Malahide, County of Elgin, Ont. (File 9437.411.)

Order made for protection of crossing by gates and watchman. To be erected by Railroad Co., by the 12th December, 1910, and operated between 7 a.m. and 7 p.m. Cost to be borne:—10 per cent by the Town of Aylmer, 10 per cent by the Township of Malahide, 60 per cent by Railroad Co., and 20 per cent out of the Railway Grade-Crossing Fund. See Order 12013.

2412. Application of the Town of Wingham, Ontario, for an order directing the Grand Trunk Railway Company of Canada to construct a subway underneath their tracks at Josephine Street in the Town of Wingham, Ont. (File 9437.171.)

Order made that crossing be protected by a watchman at expense of Railroad Company, to be on duty daily from 6 a.m. to 7 p.m. See Order No. 12018.

2413. Application of the Toronto, Niagara & Western Railway Company under Section 167, for approval of revised location of its line of railway from the Village of Burlington to the City of Hamilton in the Township of Nelson, County of Halton, Ont., and Twps. of East and West Flamboro, County Wentworth, Ont. Mile 0 to 7.1. (File 5588.5.)

No order made.

2414. Application of the Corporation of the County of Elgin, Ont., for an Order directing the Tilsonburg, Lake Erie and Pacific Railway Company, and the Canadian Pacific Railway Co., to remove the sidings and switch stands from Bridge St., Port Burwell. (File 15420.)

Order made that C.P.R. Co. forthwith remove switch off Bridge St., in the Village of Port Burwell. See Order 12277.

2415. Application of the Toronto, Hamilton & Buffalo Ry. Co., and the Grand Trunk Railway Co., under Section 227, for authority to construct a stub track or spur between Wentworth St. South and Victoria Ave., South Hamilton, Ont., forming a junction between the two lines. (File 15469.)

Order made granting the application. See Order 12022.



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2416. Application of the Toronto, Hamilton & Buffalo Railway Co., under Sections 221, 222, 223, 235 and 237 for authority to construct branch lines across Grant Ave., Westworth St., Canford Ave., and Sherman Ave., in the City of Hamilton, Ont. (File 14950.)

Order made authorizing construction of spur, subject to conditions set forth in Order. See Order No. 12249.

2417. Application of the City of Hamilton for an Order directing the Toronto, Hamilton & Buffalo Railway Co., to provide proper protection at the retaining walls constructed by them at the easterly end of their tunnel on Hunter St., in the City of Hamilton. (File 15367.)

Case struck off the list.

2418. Application of the Corporation of the City of Hamilton under Section 237, for authority to construct and grade Cannon Street, across the branch of the Toronto, Hamilton and Buffalo Railway Co., on Lot 6, Concession 2, Tp. of Barton, now in the City of Hamilton. (File 14696.)

Order made granting application; expense to be borne by Corporation of City of Hamilton. See Order No. 11984.

2419. Application of the City of Hamilton for an Order directing the Grand Trunk Railway Co., to establish and maintain gates with watchman, where the Main Line of the Company crosses Sherman Avenue and Lottridge Street, Hamilton, Ont. (File 4552. Case 1223.)

Order made that G.T.R. Co. instal gates at Sherman Avenue and Lottridge Street crossings and appoint watchman to operate same between 6.30 a.m. and 6.30 p.m. daily; gates to be installed by 12th Jan., 1911, G.T.R. also authorized to construct and operate northerly track; work to be completed by 12th October, 1912. Order 11985 rescinded. See Order 12061.

2420. Application of the Hamilton and Toronto Sewer Pipe Co. Ltd., under Section 226, for an Order directing the Grand Trunk Ry. Co., to provide and construct a suitable spur line from their main line between Hamilton and Dundas, into the premises of the Hamilton and Toronto Sewer Pipe Co., Ltd. (File 15776.)

Order made dismissing the application. See Order 12298.

2421. Application of the Saraguay Electric & Water Company under Section 246, for authority to cross with its wires, the tracks of the Montreal Terminal Railway Co., of Prefontaine Street, Montreal, Que. (File 15026.)

Order made granting the application. See Order No. 12240.

2422. Application of the Canadian Northern Quebec Railway Co., under Section 171, for an Order fixing the terms, conditions and method under which mining operation or quarrying may be carried on under the said Railway's lines and tracks crossings Lots 629, 630, 632, 647, 648 and 649 in the Parish of Beauport, County of Quebec. (File 15593.)

Order made dismissing the application.

2423. Application of the Grand Trunk Railway Company under Sections 222 and 237, for authority to construct siding from a point on its Chaudière Branch east of Lloyd Street, Ottawa, thence westerly upon and across Lloyd Street, to and into the premises of the Continental Bag and Paper Co., Ltd., west of Lloyd St. (File 14768.)

Order made granting application, subject to the conditions set forth in Order. See Order No. 11979.

2424. Application of the Canadian Pacific Railway Co., under Section 29, for an Order amending Order No. 9129, by permitting it to put in switches and semaphores which can be operated by hand, and to that end to put a Day and Night watchman at the point of connection and flag its trains on and off the joint section for a period of three months from the date hereof. (File 10112.)

(NOTE).—The Grand Trunk and Canadian Pacific Railway Companies will speak to terms of Order No. 11736.

Order made rescinding Order No. 11736. See Order No. 11878.



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2425. Application of the Township of Paipoonge, for an Order directing the C. N.R. Co., to provide a suitable highway crossing at side line between Lots Nos. 3 and 4, Concession B. (File 15697.)

Order made dismissing the Application. See Order 12883.

2426. Application of the Township of Paipoonge, for an Order directing the C.N.R., to provide a suitable highway crossing where the Company's Railway intersects the highway along the dividing line between Lots Nos. 5 and 6, Concession B. (File 15696).

Order made that the C.N.R. Co., construct suitable highway crossing at the point in question; work to be completed by the 15th May, 1911. See Order No. 12709.

2427. Application of the Township of Paipoonge, for an Order directing the C. N.R. Co., to provide highway crossing at or near the place where the easterly limit of Lot 8, Concession 1, said Township, intersects the line of Railway. (File 11669.)

Order made subject to the terms of agreement between the Applicant and the Railway Company, dated the 8th October, 1909, directing the Railway Company to provide suitable highway crossing at or near the place where the easterly limit of Lot 8, Concession 1, in the said township, intersects the line of the Railway Company. See Order No. 12078.

2428. Application of the City of Port Arthur, for a crossing at Nelson Street in that City, on the main line of the C.P.R. (File 14613.)

Order made authorizing the City of Port Arthur to construct a highway crossing over the tracks of the C. P. R. Company, on Nelson and Clavet streets. Cost of construction of crossing, grading the railway, planking and maintaining the crossing, &c., to be borne by the Applicant. See Order No. 12083.

2429. Application of the G. T. P. Ry. under Section 237, for authority to construct its railway along Empire avenue and Hardisty street, in the City of Fort William, Ontario. Adjourned hearing. (File 1519-22.)

Order made permitting Applicant Company to construct its line of railway upon Hardisty street, subject to the conditions set forth in the Order. See Order No. 12433.

2430. Application of the G. T. P. Ry., under Section 221, for authority to construct branch lines or sidings leading from and adjacent to their main line, Fort William. (File 13405.)

Order made refusing the application. See Order 12124.

2431. Application of the City of Fort William, Ontario, under Section 227, for authority to cross the spur or branch line of the C.P.R., known as the "Copp Industrial Spur" with its street railway, on the level, at Syndicate avenue, Fort William. (File 15658.)

Order made dismissing the application. See Judgment of the Chief Commissioner dated the 9th November, 1910. Appendix "C."

2432. Application of the City of Fort William, under Section 227, for authority to cross on the level, with its street railway, the industrial spur of the Fort William Terminal Railway and Bridge Company. (C.P.R.) which leads from the main line into the industrial spur sites within May, Christina, Sprague, and Syndicate streets, on Syndicate avenue. (File 15657.)

Order made authorizing the Applicant to cross the said spur of the Fort William Terminal Railway and Bridge Company. The expense of the crossing to be borne and paid by the Fort William Terminal Railway and Bridge Company. Cars of the Applicant and trains of the Railway Company to be brought to a full stop before crossing. See Order No. 12075.

2433. Complaint of Kelly and Close against minimum rates charged by railways on carloads of logs and piling which are alleged to be excessive as compared with the minimum rates charged on carloads of lumber. (File 15355.)

Order made dismissing application. See Order 13216.



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2434. Application of the Grand Trunk Railway Company, for an Order authorizing them to remove Sylvester's siding, on Victoria avenue, just south of Kent street, Lindsay, Ontario.

Order made authorizing Applicant Company to remove siding known as Sylvester siding on Victoria avenue, for a distance of 66 feet from Kent street. See Order No. 11989.

2435. Application of the Canadian Pacific Railway Company, under Sections 176, 222 and 237, for authority to operate its trains over the Grand Trunk Railway Company's spur to the Horseshoe Quarry Company's premises, in lot 21, con. 17, Township of Blanchard, County of Oxford, (Town of St. Mary's); also for authority to construct a spur for the Horseshoe Quarry Company, Limited, from a point in Lot 21, Con. 7, Township of Blanchard, County of Oxford (Town of St. Mary's) connecting with the G. T. R. spur to the Horseshoe quarry. (File 14937.)

Order made authorizing Applicant Company to run its trains over and upon the Grand Trunk Railway Company's spur to Horseshoe Quarry Company's premises upon terms to be agreed upon between the two Railway Companies, and authorizing the construction of the spur. See Order No. 12391.

2436. Application of Henry Pratt for an Order directing the Grand Trunk Railway Company, to provide and construct a suitable farm crossing where their railway intersects his farm in the West half of Lot 6, Con. 7, Twp. of Vespra, County of Simcoe, Ontario. (File 10530.)

Order made that upon payment by the Applicant to the Grand Trunk Railway Company, of \$ 30, the company provide a suitable farm crossing.  
Order No. 11991.

2437. Application of the Town of St. Mary's, Ontario, for interswitching between the Grand Trunk Railway Company of Canada, and the Canadian Pacific Railway Company, at their crossing point at St. Mary's, Ontario. (File 6713.8).

Order made that the Grand Trunk Railway Company, at its own expense, construct a transfer track; and that the C. P. R. Company, at its own expense, only make the connection between its industrial spur and the interchange track. Work to be completed by the 15th May, 1911. See Order No. 12729.

2438. Consideration of the question of protection of the G. T. R. crossing in the village of Palgrave, Township of Albion, Ontario. (File 9437.501.)

Order made dismissing application. See Order No. 12309.

2439. Consideration of the question of protection at the crossing of the Grand Trunk Railway Company of Canada at the Base Line near Whitby Junction, Ontario. (Adjourned Hearing.)

No Order made.

2440. Application of the Consumers Gas Company of Toronto, under Section 250, for authority to lay a 16 inch gas main under the tracks of the Grand Trunk Railway Co., at Ellis Avenue, Toronto. (File 15174.)

Order made granting application. See Order No. 12611.

2441. Application of the Canadian Northern Ontario Railway Company for authority to construct proposed extensions of siding across the Muskoka Road in the Village of Washago, Township of North Orillia, County of Simcoe. (File 9188.33.)

Order made granting application. See Order No. 12036.

2442. Consideration of the question of protection at the level crossing of Elizabeth Street, Toronto Junction, by the Canadian Pacific Railway. (Adjourned hearing.) (File 9437.155.)

Order made directing that the crossing be protected by a subway to be constructed at the expense of the Railway Company by 13th October, 1911, subject to certain conditions set out in Order: 20 per cent of cost of constructing subway, not exceeding \$5,000.00, to be paid out of the Railway Grade Crossing Fund. See Order No. 12050.



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2443. Application of the Shields & Helmer Coal Dealers, Oakville, County of Halton, under Section 28, for an Order rescinding Order No. 10046, dated March 22nd, 1910, whereby the branch line of railway constructed under Order No. 7706 was ordered to be removed and the said Order No. 7706 rescinded. (File 11154.)

Judgment of the Chief Commissioner that the Order of the Board for removal of spur must be carried into effect without delay. Stay of proceedings granted on 29th June, 1910, removed, and Order of 22nd March, 1910, goes into effect.

2444. Re High Level Bridge in the City of Toronto across Don Improvement and tracks of the Canadian Pacific and Grand Trunk Railway Companies.

NOTE.—Board will reconsider the question of the distribution of costs. (File 1621.)

No Order made. Matter to be worked out as the Board originally distributed the cost. The Railway Cos. not to be called upon to contribute anything by reason of the subsequent discovery that the old bridge could not be used.

If in the end there is any misunderstanding or difficulty in settling the matter, any parties interested may apply to the Board.

2445. Application of the Canadian Pacific Railway Co., under Sections 222 and 237, for authority to construct branch lines from points on the Union Station tracks near Bathurst Street, in the City of Toronto, Ontario, to the property of the Corporation of the City of Toronto, leased to the Applicant Company for railway purposes, lying to the east of John Street produced, and to the south of Lake Street, and to cross with said branch lines the highway or prolongations thereof or allowance for highways known as Spadina Avenue, John Street, and Lake Street, Toronto. (File 13978.)

Stands for judgment, pending the decision of Privy Council in *re* Toronto Viaduct Appeal.

2446. Application of the Michigan Sugar Co., under Sections 315 and 317, etc., for an Order directing the Chatham, Wallaceburg and Lake Erie Railway Co., to charge freight rates on Sugar beets that are not excessive and that do not discriminate against the Michigan Sugar Co., or other persons or companies. (File 15182.)

Order made dismissing application, and ordering that any joint tariff covering this traffic to be moved during year 1911 from points on Chatham, Wallaceburg, and Lake Erie Co's line, Michigan to Crosswell, higher than joint tariff at present in force, be filed and published so as to be effective not later than 17th May, 1911.

2447. Complaint of Edward Bayly of Toronto, Ontario, on behalf of Miss Ethel A. Bayly, regarding the rate charged by the Bell Telephone Company for telephone in her house at 28 Rose Street, Toronto. (File 3574-20.)

Order made refusing application. (See Order No. 12037.)

2448. Complaint of R. F. Segworth, Toronto, relative to the Bell Telephone Co., discontinuing his service. (File 3574-16.)

Complaint withdrawn.

2449. Application of the Canadian Pacific Railway Co. under Section 237, for authority to construct a second line track to cross all the streets and road allowances between Concessions 4 and 5, Township of Etobicoke; and for authority to raise the grade of Dundas Street and of the tracks of the Toronto and Suburban Electric Railway, thereon, for a distance of about six hundred feet. (File 15775.)

Order made granting application. See Order No. 12031.

2450. (1) Application of the Montreal Park and Island Ry. Co. under the Railway Act, for approval of Standard Passenger Tariff for passenger traffic carried upon its Railway of three cents (3 cents) per mile, with a minimum fare of five cents subject to such special fares, if any, as may be in force in any district traversed by the Company under agreement made by the Company with the Municipal authorities of any such district. File 6136.

Order made refusing the application but directing the applicant company, not later than the 15th Feb., 1911, to file for the approval of the Board a standard



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passenger tariff specifying a maximum toll of 2½ cents a mile to be charged on the company's existing line of railway.

2351. (2) Application of the Montreal Terminal Ry. Co. under the Railway Act, for approval of proposed Standard Passenger Tariff for passenger traffic carried upon its railway of three cents per mile with a minimum fare of five cents subject to such special fares, if any, as may be in force in any district traversed by the Company under any agreement made by the Company with the municipal authorities of any such district. File 6262.

Order made refusing the application but directing the applicant company, not later than the 15th Feb., 1911, to file for the approval of the Board a standard passenger tariff specifying a maximum toll of 2½ cents a mile to be charged on the Company's existing line of railway.

2452. Application Empire Refining Co., Wallaceburg, under sec. 284, for an order directing the P.M.R.R. Co., and C.W. & L.E. Ry. to provide adequate and suitable tank car equipment for transportation of their finished products. File 14025.

No Order made.

2453. Application of Thos. Brooks, Ottawa, against the rates of C.P.R. on bark from stations Lowe to Chelsea, inclusive, and intermediate to Kingston, Ont. File 15031.

Order made dismissing the application. Commissioner Mills dissenting.

2454. Application C.N.O. Ry. under 237, for authority to cross public road on Lot 410, East North River Range, St. Andrews Parish, Que. (File 2342.20.)

Order made granting application.

2455. Application C.N.O. Ry. for authority to connect its lines and tracks with the lines and tracks of the N.Y. & Ottawa Ry., near Ottawa, Tp. of Nepean, by means of a transfer track. (File 2342.19.)

Order made granting the application, but subject to terms of consent filed by City of Ottawa. See Order No. 12751.

2456. Application C.N.O. Ry. for authority to connect its lines and tracks north of Hurdman's Road with the tracks of the C.P.R. south from Hurdman's Road, near Ottawa, by means of a transfer track. (File 2342.21.)

Application withdrawn.

2457. Application C.N.O. Ry., under 237, for authority to cross with track at Hurdman's Road, Lot F., Con. D., Tp. Nepean, Mile 57.08. West from Hawkesbury. (File 10898.)

Order made authorizing the C.N.O. Ry. to cross Hurdman's Road for freight purposes only, subject to the conditions set forth in the Order. Order to limit operation to the 1st December, 1912, by which date the Applicant Company has to remove its track under a penalty of One hundred dollars a day for every day the Company is in default after that date. See Order No. 12723.

2458. Consideration of merits of the different signals for use at Railway Crossings. (File 15382.)

Order made approving the specifications for electric bell signals at highway crossings as therein set forth. See General Order No. 12915.

2459. Consideration of proposed draft Order relative to the placing of emergency tools in passenger, mail, baggage, and express cars. (File 7834.)

Order made that every Railway Company subject to Legislative authority of the Parliament of Canada, cause its sleeping, dining, baggage, mail, and express cars and coaches to be equipped with emergency tools, consisting of a sledge, axe, and saw. Cars to be so equipped on or before the 1st of April, 1911. Penalty of Twenty five dollars a day for failure to comply with the Board's Order. (See Order No. 12206.)



## SESSIONAL PAPER No. 20c

2460. Consideration of resolution of Dominion Legislative Board of International Brotherhood of Locomotive Engineers dated April 8th, 1910. (File 1750, Part III.)

Order made repealing Order No. 5888 and substituting therefor Order No. 12225.

2461. Application of W. H. Bolton, F. W. Wilson and others for an Order directing that Order, dated June 29th, 1910, respecting subway under C.P.R., across Cornelia St., Smith's Falls, and overhead Bridge at George Street, be amended altered, or rescinded. (File 9437-109.)

Order made dismissing the application. See Order No. 10351.

2462. Application Township of Sandwich East, under Sections 252 and 253, for an Order authorizing the G.T.R. Co., to allow the said Township to construct a drain on their right of way from the Parent Outlet between Lots 143 and 144, Con. 1, parallel to their railway westerly to the Little River. (File 15665).

Order made dismissing the application.

2463. Complaint of the residents of Kingsville, Cottam and Essex, Ontario, alleging discrimination in passenger fares on the W.E. & L.S.R.R. (File 14534).

Order made that the discrimination complained of as to the fares between Cottam and Essex, and Cottam and Kingsville, be removed by advancing the one way fare between Cottam and Essex from Ten cents to Fifteen cents, and reducing the one way fare between Cottam and Kingsville from Twenty cents to Fifteen cents. See Order of the Board No. 12308.

2464. Consideration of the matter of approval of Kaslo & Slocan Ry., Standard Freight Tariff G.N.C.R.C. No. 714.

(NOTE): The railway company will be required to show cause why this tariff should not be on the same basis as that of the C.P.R. from Arrow Lake to Sandon, known as the Nakusp and Slocan Ry. (File 1068-1.)

Order made that said standard freight tariffs of the Crows Nest Southern Ry. Co., the Manitoba Great Northern Ry. Co., and the Bedlington and Nelson Ry. Co. be approved. See Order 11170.

2465. Application Marconi Wireless Telegraph Co., for approval of its tariff of tolls. File 10041-13.

Order made that the said tariff of rates of the Applicant Company, C.R.C. No. 4 and C.R.C. No. 5, be approved. See Order No. 12955.

2466. Application C.P.R., G.N.W. C.N., North American, Western Union, and Anglo-American Telegraph Cos., the White Pass & Yukon Route, and the Marconi Wireless Telegraph Co., for approval of the forms used by them in transmitting and receiving messages, filed under Order of Board No. 9777, of March 31, 1910. (File 13622.)

Order made that the forms of contract used by Applicant Companies and other companies subject to the jurisdiction of the Board, in transmitting and receiving messages, filed for approval under Order No. 9777, dated 31st March, 1910, be approved up to the 9th day of May, 1911, or until further Order of the Board. See Order No. 12475.

2467. Complaint of the Blaugas Company of Canada, Limited, with regard to the freight classification of their gas. (File 15814.)

Order made dismissing the application. See Order No. 13289. See also judgment of Commissioner Mills under Appendix "C."

2468. Application G.T.R. under Sections 178, for authority to take a piece of land at Richmond, P.Q., required for the purpose of a new round house. (File 16022.)

Order made granting application.

2469. Application of the C.N.O.R. Co., under Section 233, for authority to construct a bridge over the Moira River, in the City of Belleville, Ont. (File 3878-310.)

Order made authorizing the C.N.O.R. to construct bridge over the Moira River,



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Belleville, as shown on plan filed with the Board, except that the number of piers in the river is reduced from seven to five, and the number of spans reduced from eight to six. Each span having a length of 86 ft. 6 in. See Order of the Board No. 12222.

2470. Complaint of Alex. Paquette, of the Parish of St. Sauveur, alleging that the C.N.Q. Ry., only allowed him one farm crossing and asking for additional one opposite private road. (File 5814.)

Order made directing that a farm crossing be constructed by the Railway Company before the 15th May, 1911. See Order No. 12451.

2471. Application of Wm. Raymond of Ste. Agathe des Monts, for an Order directing the C.P.R. to construct a farm crossing on Lot 36, Range 10, Morin Canton, Co. of Terrebonne. (File 15728.)

Order made dismissing the application,—the parties having entered into an agreement for the purchase and sale of the land in question. See Order No. 12444.

2472. Application of Alphonse Herous for an Order directing the C.P.R. to construct another farm crossing on his farm, Lot 417, Parish of St. Maurice, Co. of Champlain. (File 15010).

Order made dismissing the application. See Order No. 12445.

2473. Application Hormisdas Leblanc, for an order directing C.P.R. to allow him use of farm crossing on Lot 323, Parish of St. Jerome, Que. (File 15266.)

Application withdrawn, parties having agreed on terms of settlement.

2474. Complaint of the Village of St. Pierre, Que., relative to proposed closing of Simplex Street by G.T.R. (File 14813.)

Order made directing that the Municipalities of the Town of Lachine, Parish of Lachine, and Montreal West be added as parties to the application and furnish the Board with plans showing the existing crossings, public and private, in their respective municipalities over the tracks of the Montreal Park and Island Ry. and G.T.R. by the 15th March, 1911. Order No. 12443 rescinded. See Order No. 12886.

2475. Complaint of the Municipality of County of Iberville respecting water course in Lot 120 of official cadastral of Parish of St. Alexandre, belonging to Prosper Marcoux, on the C.V. Ry. (File 13113.)

Order made extending the time for the completion of the work until 1st July, 1911. Railway Co. to file plans and specifications for the Bridge by the 1st February, 1911. After the approval of the plans by the Board, the Railway Co. to construct the drain by the 1st July, 1911. See Order No. 12446.

2476. Application on behalf of the Town of Farnham, Que., for approval of culvert under the tracks of the Stanstead, Shefford and Chambly Branch of the C.V. Ry., in the Town of Farnham, to be used in connection with the Town Hydro-Electric Power Plant. (File 15801).

Application withdrawn by consent.

2477. Consideration of the matter of protection of highway crossing the Eaton Corner, known as Main Road, Parish of Eaton, County of Compton, on Maine Central R.R. (File 9437-541.)

Order made directing Railway Co. to move the snow fence in question to such location as an Engineer of the Board directs, and to install and maintain an electric bell at the crossing. Work to be completed by the 1st July, 1911.—20 per cent of the cost to be paid out of the Railway Grade Crossing Fund. See Order No. 12448.

2478. Consideration of the question of protection at the level crossing of the G.T.R. at east end of Windsor Mills Station, County of Richmond, P.Q. (File 9437-361.)

Order made adding Canadian Paper Co. a party to the proceedings. Hearing deferred until the Company has had an opportunity to file an answer.

2479. Consideration of the matter of protection at Maple Avenue crossing in the Town of Megantic, Co. of Compton, Que., on the C.P.R. (File 9437-494.)

No Order made.



## SESSIONAL PAPER No. 20c

2480. Application of the Town of Notre Dame de Grace, District of Montreal, Que., under section 29, for an Order amending Order No. 8208, of Sept. 14th, 1909, authorizing the Montreal Park and Island Ry. to deviate its railway on Notre Dame St., in the Town of Notre Dame de Grace, and approving an agreement between the G.T.R., the Montreal Park & Island Ry., and the Montreal Street Ry. (Adjourned hearing.) (File 6023.3.)

Order made adding the City of Montreal a party to the application. Further hearing stands adjourned until the next sittings of the Board in Montreal.

2481. Consideration of the matter of protection of highway crossing on C.P.R. known as Pacific Ave., St. Louis du Mile End, Que. (File 9437.584.)

Order made making the City of Montreal a party to the proceedings and directing the C.P.R. Co., to place, at once, a day and a night watchman at the said crossing, and to file by the 1st February, 1911, plans showing the location of gates to be installed by the 1st June, 1911. After the erection of the gates, the cost of operation and maintenance to be borne in the first place by the C.P.R., which is to be reimbursed by the City of Montreal, in accordance with agreement between the City and the Railway Company, dated the 14th March, 1900. See Order No. 12434.

2482. Petition of the residents of Pointe aux Trembles, Que., respecting accommodation, service and fares of the C.N.Q. Ry. (File 12889.)

Order made that the Railway Company provide a platform 150 feet long and an enclosed shelter not later than the 15th February, 1911. Also making Pointe aux Trembles a regular stop for local trains. Order to go into effect not later than 15th February, 1911. See Order No. 12541.

2483. Complaint of the Municipality of the Parish of Ste. Martine, Que., alleging inadequate accommodation provided by the G.T.R., between Ste. Martine and Beauharnois, Que. (File 15306.)

Order made directing the Railway Company to establish a tri-weekly passenger train service between Ste. Martine and Beauharnois, and to construct a suitable station and maintain a station agent at Beauharnois. Station to be constructed and completed by the 1st March, 1911. See Order No. 12504.

2484. Application, Quebec Ry. Light, Heat & Power Co., for approval of location of proposed branch line, commencing at or near Beauport Station, and running in a north-easterly direction to the village of Montmorency. (File 15243.)

Counsel for applicant undertaking to provide convenient access from the Beauport Road to the line of Railway. Application granted as recommended by Board's Engineer, modified by line "E" on plan filed. Applicant Company to file with Board new plan for approval.

2485. Application C.N.O. Ry., under Section 227, for authority to cross the tracks of the Montreal Park & Island Ry., near Sault aux Recollets, Que. (Adjourned hearing.) (File 2342.4.)

Struck off the list.

2486. Application, C.N.O. Ry., under Section 227, for authority to cross the tracks of the Montreal Park and Island Ry. near Cartierville, Que. (File 2342.5.)

Struck off the list.

2487. Application Village of Montreal South, for an Order directing the Montreal & Southern Counties Ry., to restore the village highways to former condition and afford proper service with reasonable stoppages for passengers. (File 12072.2.)

Order made directing the Railway Company to make certain improvements and do certain things as therein set forth, by the 15th May, 1911. See Order No. 12689.

2488. Application Town of Montreal West, under Section 237, for an Order directing C.P.R. to erect and maintain, at its own expense, gates, with watchman, day and night, at Westminster Avenue, crossing.

(NOTE). Apportionment of cost to be dealt with. (File 9437.563.)



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Order made directing the Railway Company to install gates by the 15th June, 1911. Cost to be paid:—20 per cent out of the Railway Grade Crossing Fund, and the remainder by the Railway Company. Applicant to pay 15 per cent of the cost of maintenance and operation. Pending the installation of the gates, the Railway Company to keep a day and a night watchman at the crossing. Order No. 11870 rescinded. See Order No. 12447.

2489. Application C.P.R. under Sections 222 and 227, for authority to construct a spur and siding thereto joining the tracks of the said Company with the tracks of the Montreal Terminal Railway at the junction of Forsythe and Moreau Streets in Montreal, at Hochelega Yard. (File 15822.)

. Application withdrawn.

2490. Application James Robertson Co. Ltd., for authority to cross the lands and main line tracks of the G.T.R., and M.P. & I. Ry., a short distance west of Montreal West Station. (File 15470.)

No Order made. Parties will endeavour to make an agreement between themselves.

2491. Application Lachine, Jacques Cartier and Maisonneuve Railway, under Section 227, for authority to cross C.P.R. at Iberville Street, Montreal. (File 14329.2.)

Application withdrawn.

2492. Application City of Montreal, for an Order to rescind and annul an Order of the Board, dated Nov. 2nd, 1907. (Order No. 3860) to have the G.T.R. to construct branch lines on the north side of the viaduct of the Montreal Water Works. (File 5798, Case 2397.)

Stands with liberty to the City, if it deems it necessary, to apply to the Board to have the matter set down for hearing.

2493. Application City of Montreal, under Sections 59, 237, 238 and 254, for an Order enjoining the C.N.Q.R. to provide suitable gates and watchman on the north and south side of their right of way across Moreau St., and further that the part of said Moreau St., occupied by the tracks of the Company, be paved to the extent of 18 inches on the outside of the Co's. northern and southern tracks. (File 15836.)

2494. Application City of Montreal, under Sections 59, 237, 238 and 254, for an Order enjoining the C.N.Q.R. to remove its gates on the north side of the right of way on Desiry St., to the north side of Duquette St., and further to pave and keep in good condition the part of said Desiry St. crossed by its tracks as well as 18 inches on each side of its right of way. (File 16157.)

Order made directing the Company to fence its property and tracks at Hochelega Terminal, and install gates at Moreau and Prefontaine streets, and at St. Germain St., Company to file plans by the 15th Jan., 1911, and work to be completed by the 15th June, 1911. City of Montreal to pay 30 per cent of the cost of maintenance and operation. See Order No. 12456.

2495. Application City of Montreal, under Sections 59, 237, 238 and 254 for an Order enjoining the C.N.Q.R., to provide suitable gates and watchman on the north and south side of the Company's right of way across St. Germain St., and further that the part of said St. Germain Street, where crossed by the tracks of the Company, and 18 inches on each side of at most northern and southern tracks, be paved and kept in good condition. (File 16158.)

Order made directing the company to fence its property and tracks at Hochelaga Terminal, and install gates at Moreau and Prefontaine Streets and at St. Germain Street, Company to file plans by the 15th Jan. 1911, and work to be completed by the 15th June, 1911. City of Montreal to pay 30 per cent of the cost of maintenance and operation. See Order No. 12456.

2496. Application City of Montreal, under Sections 59, 237, 238 and 254, for an Order enjoining the C.N.Q.R., to provide at its own cost and expense, suitable fences, on both sides of its right of way through Hochelaga Yard, Montreal. (File 16159.)



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Order made directing the company to fence its property and tracks at Hochelaga Terminal, and install gates at Moreau and Prefontaine Streets and at St. Germain Street. Company to file plans by the 15th Jan. 1911, and work to be completed by the 15th June, 1911. City of Montreal to pay 30 per cent of the cost of maintenance and operation. See Order No. 12456.

2497. Application C.N.Q. Ry., under Sections 178, 237 and 284 for authority to extend its yards at Hochelaga in Montreal, to cross Marlborough St., and to take extra lands, Lots 106 and 107 on Stadacona St., and Lot 105 on Marlborough St. (File 15558.)

Order made dismissing the application. See Order No. 12836.

2498. Application C.N.Q. Ry. under Section 317, for approval of proposed extension to its yards at Moreau Street, Montreal, and for a direction that the City of Montreal may close Robillard Street. (File 15001.)

Order made approving plan dated the 28th June, 1910, showing the proposed extension of Railway Company's yards. Application to close Robillard Street refused. See Order No. 12840.

2499. Application St. Maurice & Champlain Telephone Co., for an Order directing the Portneuf Telephone Co., to comply with agreement entered into between the two Companies. (File 5152.)

Order made dismissing application. See Order No. 12452.

2500--2501. Application Daniel McManamy, Sherbrooke, P.Q., for an Order directing G.T.R., to cease interfering with siding on their property adjoining his property on north side of King Street, Lot 245-1, and to restore same to condition in which it was prior to Oct. 25th last, and to afford suitable siding facilities for handling of freight in connection with the buildings erected upon his lot. (File 16112.)

Order made dissolving the injunction granted 10th Nov., 1910, upon the terms and conditions therein set forth. See Order No. 12455.

2502. Complaint Imperial Press Service, Montreal, Que., alleging that C.P.R. Telegraph is overcharging them on messages by charging the full day commercial rate in place of Press Rates. (File 10041.4.)

No Order made, parties agreeing to adjust matters in dispute.

2503. Application C.N.R., under Section 159, for approval of location from Stewartwyn westerly. (File 15321.)

Application withdrawn.

2504. Application of the Twp. of Nepean under Section 237, for authority to construct a crossing at Magee Avenue, Twp. of Nepean, across the Ottawa Electric Ry. (File 16110.)

Order made dismissing the application.

2505. Application of the Twp. of Nepean, under Section 237, for authority to construct a crossing at Strathcona Ave., Twp. of Nepean, across the Ottawa Electric Ry. (File 16109.)

Order made granting the application on condition that the Magee farm crossing is to be closed. See Order No. 12487.

2506. Application C.N.O. Ry., under Section 237 for authority to divert and construct its tracks across public road known as "Stanley Avenue" Junction Gore, Twp. of Gloucester, Carleton Co. (File 3778.311).

Order made granting the application. See Order No. 12721.

2507. Application, C.N.O. Ry., under Section 228, for authority to construct a transfer track, connecting the C.N.O. Ry., north of Hurdman's Road with the O.N.Y. south of Hurdman's Road, Ottawa, at mile 57.17 west from Hawkesbury, Ont. (File 2342.19.)

Order made granting the application. See Order No. 12751.



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2508. Application, C.N.O.R., under Section 237, for authority to cross Hurdman's Road, Ottawa, by a transfer track connecting the C.N.O.R. with the C.P.R., at mile 57.8 west from Hawkesbury, Ont. (File 10898.)

Order made granting the application, subject to conditions set forth in the Order. See Order No. 12723.

2509. Application of White Pass & Yukon Route for a re-hearing as to the Order made by the Board on Sept. 7th, 1910, in connection with the complaint of J. H. Conrad alleging excessive rates charged by the White Pass & Yukon Route from Carcross to Skagway, and on mining machinery from Skagway to Carcross. (File 10556).

Order made disallowing joint freight tariff C.R.C. No. 9, and also Respondent Company's joint Passenger Tariff C.R.C. No. 3. The Respondent Companies directed to substitute joint tariffs of freight and passenger tolls based on reduction of at least one-third in each case from the freight and passenger tolls shown in said tariffs disallowed, and to become effective not later than the 1st April, 1911. The said reduced freight and passenger tolls to be the maxima to be charged by the Respondent Companies between Skagway and said stations in British Columbia. It was also ordered that freight and passenger tolls (if any) now existing lower than the tolls ordered, be not increased by reason of this Order. See Order No. 12783.

2510. *Re C.N.Q. Ry.*, crossing Montreal Street Ry. near the intersection of Valois Ave. and Ontario St., Montreal, P.Q.

(NOTE): C.N.Q. Ry. is required to show why it is in default of Order of Board 6127, dated Jan. 26th, 1909. (File 338.)

Order made that the Railway Company instal the interlocking plant in accordance with the requirements of Order No. 6127, dated January 26th, 1909, by the 16th December, 1910, and maintain in efficient condition and operate same. Penalty of \$50.00 a day affixed for every day the company is in default under the Order. See Order No. 12488.

2511. Application, City of Montreal, for an Order directing the Montreal Terminal Ry. to cease laying its tracks on Forsythe St., Montreal. (File 15822.)

Application withdrawn.

2512. Application C.N.O.R., under Sections 252 and 253, for an Order directing the Company to make a convenient and proper crossing across the lands of the Railway to Lot 1, Con. 2, from Bay, Tp. of York, diverting the present farm road to give access to such crossing. (File 3878-182.)

Board directs that Order should go in accordance with the terms set out in oral Judgment of the Chief Commissioner, delivered at the hearing. Order to be drafted by Counsel of the Railway Company, initialed by Counsel for Mrs. Massey, and submitted to the Board.

2513. Application Grand Valley Railway Co. for approval of location of proposed extension in Brantford, Ont. (File 560.5.)

Order made permitting the extension of the Applicant Company's line of railway in the City of Brantford, in accordance with the terms of agreement between the Co. and the City of Brantford, dated the 31st Dec., 1908; also authorizing certain crossings as set out in said Order, subject to the conditions therein set forth. See Order 12632.

2514. Application Town of Tillsonburg, Ont., under Sections 59, 237 and 238, for an Order directing the M.C.R.R. to protect the crossing at Tillson Ave., Tillsonburg. (File 9437-143.)

Order made requiring Railway Co. to operate gates day and night, instead of from 7 A.M. to 7 P.M. as provided for in Order 10055, dated the 22nd March, 1910. Cost of operation to be borne: 10 per cent by the Town and 90 per cent by the Railway Co.—the 10 per cent to be paid by the Town to the Railway Co. upon accounts being rendered by the latter to the former, monthly, quarterly, or half yearly, as the parties may agree.



## SESSIONAL PAPER No. 20c

2515. Consideration of the matter of protection of Raike's Crossing and Woodland Crossings on the G.T.R., north of Barrie, Ont. File 9437-560.)

Order made approving of overhead bridge at Raike's Pit, and the diversion of the highway; work to be completed by the Railway Company by the 1st June, 1911; 20 per cent of the cost of the said work be paid out of The Railway Grade Crossings Fund, and the Township to pay the Railway Co., \$500.00 on the completion of the work. See Order 12714.

2516. Application C.N.O.R., under sections 222 and 228, for authority to construct branch line in the Town of Trenton, Ont. (File 15656.)

Order made authorizing the construction of branch line, which is to be completed by the 12th of May, 1911. Order of the Board 12534 rescinded. See Order No. 12651.

2517. Application Raleigh, Ont., under Section 251, for approval of the work in connection with the construction of the "Pike and Dauphin Drainage Schemes" across the G.T.R. (File 15731.)

Order made approving of the character of the drainage work to be constructed across the railway and lands of the Grand Trunk. Railway company to be at liberty to place and maintain a wooden structure for a period of one year from the 1st of May, 1911. Bridge to be replaced at the expiration of that time, if the water does not rise before it. See Order No. 13286.

2518. Application G.T.R., under Section 167, for approval of proposed deviation of portion of its railway as already constructed between a point on the N. E.  $\frac{1}{4}$  Lot 21, 12th Con., Twp. Vespra, Ont., and a point on Lot 5, east of Bradford St., Barrie. (Adjourned Hearing.) (File 13861.)

Order made granting the application. See Order 12532.

2519. Application City of Hamilton, for an Order directing the G.T.R., to provide proper protection at the intersection of Main St., with the Port Dover Branch of the N. & N. W. Div. of the G.T.R. in Hamilton, Ont. (File 9437-608.)

Order made that application for protection at Main Street be refused. Judgment reserved as to King St. and Cannon St. protection.

2520. Application, City of Hamilton, for an Order directing the G.T.R. to provide proper protection at the intersection of King St. with the Port Dover branch of the N. & N. W. Div. of the G.T.R., Hamilton, Ont. (File 9437-609.)

Order made adding the Hamilton Street Ry. a party to proceedings and directing the filing by them by the 12th of Feb., 1911, of plan of half-interlocker plant to be provided at said crossing; and that within two months of the approval of the plans the Hamilton Street Ry. install the said half-interlocker. After installation of the half-interlocker plant, the same shall be operated by men appointed by the G. T. Ry. Co.; expense of installing and maintaining to be paid by the Hamilton Street Railway Co. See Order No. 12747.

2521. Application, City of Hamilton, for an Order directing G.T.R. to provide proper protection at the intersection of Cannon St., with the Port Dover Branch of the N. & N. W. Div. of the G.T.R. in Hamilton, Ont. (File 9437-610.)

Order made that the Grand Trunk Railway Co. protect the crossing in question by two watchmen, who shall be on duty from 6.30 A.M. to 12 midnight; and their wages, until further orders, shall be paid by the Grand Trunk Railway Co. See Order 12746.

2522. Application, City of Hamilton, for an Order directing that no train, engine or car be allowed to stand on or across King St., whrer it intersects the Port Dover Branch of the G.T.R. at Hamilton, Ont. (File 16200.)

Order made that the complaint stand for further consideration, in the event of the existing arrangement made by the Grand Trunk Ry. Co. turning out unsatisfactory to the Applicants, in which event the city may renew the application on notice to all parties. See Order 12748.



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2523. Application, City of Hamilton, for an Order directing the T. H. & B. Ry. to provide proper protection at the retaining walls constructed by them at the easterly end of their tunnel on Hunter St., Hamilton, Ont. (File 15367.)

Order made dismissing the application.

2524. Application, City of Guelph, under Section 227, for an Order ratifying and confirming an agreement between the City and the C.P.R. in regard to protection at Allan's Bridge, and Heffernan St. (File 9437-186.)

Order made that the Grand Trunk Ry. Co. keep the view at the said crossing free from obstruction by growth of trees or otherwise; and that subject to this condition, the company is authorized to run its trains over the said crossing without limitation as to speed. See Order 9719.

2525. Application, G.T.R., under Section 258, an Order No. 8627 approving of plan in duplicate of proposed new passenger station to be erected at Guelph, Ont., also plan showing re-arrangement of tracks and location of the new station. (File 9248. Case 4433.)

Order made approving of the plans. The agreement between the City and the Railway Company as to the re-arrangement of the tracks to be filed with the Board. See Order 13171.

2526. Application, C.P.R., under Sections 167, 237, 176 and 258, for authority to alter the location of its lines of railway crossing the Eramosa Road, Norwich St., and the City land in Guelph, Ont., also for authority to take possession of, use and occupy the lands of G.T.R., as shown on plan, and for approval of the location of its proposed new station. (File 15984.)

Order made approving the location of proposed new station and rescinding Order 12675, dated 12th Dec., 1910. See Order No. 12715.

2527. Application, City of Guelph, under Section 237, for an Order ratifying and confirming a certain agreement made between the City and the C.P.R. in regard to protection of Eramosa Road Crossing. (File 9437-185.)

Order made confirming agreement of the 3rd Oct., 1910, subject to certain conditions set forth in the order providing for a bell at Allen's bridge and directing that the plan of the gates to be installed at Eramosa Road be filed and the gates completed by the 1st July, 1911. Said gates to be operated day and night and to be maintained at the expense of the Railway Co., 20 per cent of the cost of construction to be paid to the Company out of The Railway Grade Crossing Fund. Plan of bridge to be constructed at Heffernan St. to be filed by the City by the 24th March, 1911: 20 per cent of the cost of bridge to be paid out of The Railway Grade Crossing Fund. See Order 13168.

2528. Application, C.P.R., under Section 238, to construct a subway across Jane St., Tp. of York, Ont., including that portion of the street to be crossed by its proposed yard tracks. (File 16288.)

Order made authorizing Applicant Company, at its own expense, to construct a subway across Jane Street, subject to the terms and conditions set out in the Order. Work to be completed on, or before the 1st of July, 1911, and thereafter maintained by the Applicant Company, including the proper lighting thereof. The sum of Five thousand dollars to be paid out of The Railway Grade Crossing Fund, towards the construction work. See Order 12622.

2529. Application, C.P.R., under Section 238, for authority to construct a subway across Scarlett Road, Tp. of York, Ont. (File 16289.)

Judgment reserved.

2530. Application, Wm. Davies Co., Ltd., Toronto, for an Order directing Railway Companies to require their freight conductors to check the number of live hogs loaded into cars, particularly those loaded into cars at points where required to stop off for completion. (File 16145.)

Application withdrawn.



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2531. Application, James Davy, Thorold, Ont., under Sections 334, 335 and 338, for an Order directing the N. St. C. & T. Ry., and the N.O.Ry., to agree upon and file with the Board a joint tariff for a continuous route from Thorold to Suspension Bridge, N.Y. via the N. St. C. & T. Ry., and the M.C.R.Ry., at the rate of two cents per 100 pounds. (File 11965.)

No Order issued. See memorandum of the Chief Commissioner dated the 3rd of April, 1911, concurred in by the Assistant Chief Commissioner and Commissioner McLean.

2532. Application, Gundy-Clapperton Co., the Goldsmith's Stock Co., and Gowans Kent & Co., Toronto, under Section 321 for a reduction in the rating in the Canadian Classification on cut glassware from double first class to first class. (File 15628.)

Order made dismissing the application.

2533. Application, Canadian Piano & Organ Manufacturers Assn., Toronto, under Section 321, respecting classification of musical instruments. (File 16317.)

Order made dismissing the application. See Order No. 13225. Also judgment of the Assistant Chief Commissioner concurred in by the Chief Commissioner and Commissioner McLean.

2534. Complaint, Connecticut Oyster Co., alleging discrimination by express companies in the rates on oysters from Buffalo to Toronto, when originating at certain Adams' Express Co.'s points, also on shipments to points in the N. W. Provinces as between routing via St. Paul or via Toronto. (File 4214.9.)

Complaint withdrawn.

2535. *Re* Ontario Hydro-Electric Power Commission's Protective Relay System, Commission cited to show cause why the Protective Relay System required by Board's Orders, issued in connection with applications to erect and maintain lines across points under Board's jurisdiction, has not been installed. (File 13622.)

No Order issued. Hydro-Electric Power Commission undertaking to have the protective relay system installed by the 1st of January, 1911.

2536. Complaint, Campbell Milling Co., alleging excessive rates charged by Bell Telephone Co., for telephone service just outside City of Toronto. (File 3574.21.)

Order made directing that the discrimination complained of be removed by publication and filing by the Telephone Co.'s tariffs applying the same tolls within the present corporate limits of the City of Toronto as are now charged within the limits of the Company's Toronto exchanges for Toronto; exchange services to become effective not later than 1st Jan., 1911. See Order 12625.

2537. Complaint, Samuel King, Toronto, alleging exorbitant charges exacted by Bell Telephone Co., in connection with extension telephones and attachments. (File 2574.23.)

Application stands to be taken up in connection with the general complaints as to Toronto Telephone rates which is pending.

2538. Complaint, I. W. Smith, Toronto, relative to the rate charged him by the Bell Telephone Co., for residetail phone at 26 Glen Avenue, Toronto. (File 3574.13.)

Order made that the discriminations complained of be removed by publication and filing by the Telephone Co. of tariffs applying the same tolls within the present corporate limits of the City of Toronto as are now charged within the limits of the Company's Toronto Exchanges for Toronto Exchange services; such tariffs to become effective not later than the 1st of January, 1911. This direction to be without prejudice to the Company filing tariffs covering that section of the City of Toronto which was formerly West Toronto, continuing in effect the tolls for the local or limited service to such subscribers as may not desire the whole of the Toronto Exchange. See Order 12625.



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2539. Complaint of E. E. Palmer, Toronto, relative to the rate charged him by the Bell Telephone Co., for residential phone on De Lisle St., Toronto. (File 3574.15.)

Order same as in No. 2538. See Order 12625.

2540. Complaint of H. W. Baird, Toronto, relative to rate charged him by the Bell Telephone Co., for residential phone at 32 Heath St., Toronto. (File 3574.14.)

Order same as in No. 2538. See Order 12625.

2541. Complaint, M. Palmer, Toronto, relative to rate charged him by the Bell Telephone Co., for residential phone at Huntley Lodge, Deer Park, Toronto. (File 3564.18.)

Order same as in No. 2538. See Order 12625.

2542. Application, Bell Telephone Co., for approval of Supplements 2 and 3 to the Company's Local Toronto Exchange Schedule C.R.C. No. 1431, dated July 27, 1905.

NOTE: The Co. also to speak to question of reasonableness of the limits proposed in the supplements. (File 3574.17.)

Order same as in No. 2538. See Order 12625.

2543. Complaint of the Maritime Fish Corporation of Digby, N.S., relative to increased rate charged by Dominion Atlantic Ry. of fish shipments between Digby, N.S., and St. John, N.B. (File 15699.)

Order made that in the present Canadian Classification No. 15, Finnan Haddies are included in the description "Salted, dried, or smoked fish," which, when shipped in bundles or boxes, is rated 3rd class in less than carloads and 5th class in carloads; and that any rates charged for the carriage of Finnan Haddies, in bundles or boxes, higher than 3rd Class in less than carloads and 5th Class in carloads, as shown in the tariffs published and filed, are unlawful. See Order No. 12674.

2544. Complaint of D. Crozier, Merrickville, Ont., against the Bell Telephone Co., respecting connection with Burritt's Rapids and Kilmarnock, Ont. (File 3574.24.)

Order made that the Telephone Company maintain telephone connection of the Applicant with Albert Newsome at Kilmarnock, Ontario, up to the 26th day of April, 1911, to the same extent and in the same manner as such connection was maintained from the 26th April, 1907, to the 8th day of August, 1910.

2545. Application, C.N.O. Ry., for approval of proposed signal layout at crossing of Harwood Branch of G.T.R. in Cobourg, Ont. (Adjourned hearing.) File 3878.314.

Order made granting application and providing for a complete interlocker at expense of Applicant Company.

2546. Application, C.N.R., under Sec. 227, for authority to construct its tracks across the C.P.R. near Jacques Cartier Jct., Mile 49.3 south from Hawkesbury. (Adjourned hearing.) (File 2342.8.)

Order made granting application on condition that spur and main line tracks C.P.R. be crossed overhead; all expense in connection with said work to be borne by C.N.O.R. See Order No. 12900.

2547. Application, C.N.O.R., under Sec. 178, for authority to take a portion of Lot 5, Con. 4, Tp. of Darlington, Ont., for the purpose of diverting a highway. File 3878.334.

Order made granting the application.

2548. Application, Lachine, Jacques Cartier and Maisonneuve Ry., under Sec. 227, for leave to cross the tracks of C.P.R., at Jacques Cartier Jct., P.Q. (Adjourned hearing.) File 14329.

Order made dismissing the application. See Order No. 12893.

2549. Application, J. I. Case Threshing Machine Co. of Calgary, under Sec. 45, for Order to vary Order No. 11246, July 14th, 1910, covering spur at western boundary, Lot 3, Block 67, Sub-div. of part of Sec. 15-24-1 west 5th Mer. File 14962.



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Order made rescinding Order 11246. In case of a new application, one week's advertisement will be sufficient.

2550. Application, City of Ottawa, under Secs. 237 and 238, for an Order directing the G.T.R. to remove its tracks at the east end of the viaduct on the Richmond Road, Ottawa, and to carry the same under the viaduct. File 5999. Case 2545.

Order made for removal of track from Richmond St. by the G.T.R. by 5th Jan., 1911. A penalty affixed of \$100.00 a day for every day the Company is in default. See Order No. 12678.

2551. *Re* establishment and maintenance of fire-guards by Railway Companies.

NOTE: The Board will hear any representations the Railway Companies have to make on the advisability of amending the fire-guard Order No. 3245, dated July 4th, 1907, in view of the provisions of 8-9 Edward VII., Chap. 32, Sec. 10. File 4741-12.

Draft Order submitted for consideration. Matter set down for discussion at the next sittings of the Board to be held in Winnipeg, Calgary, and Vancouver.

2552. Complaint of J. F. Bowden, Toronto, Ont., relative to connection between C.P. and K. & P. Ry. Cos., at Sharbot Lake.

The C.P.R. to show cause why better connections should not be established at Sharbot Lake Jct. File 15598.

No Order made, C.P.R. undertakes to have conductors on train notify passengers before reaching Sharbot Lake when train is late, so that they may not have to get off the train and get on again.

2553. Application of the Prudential Builders Limited, of Vancouver, B.C., for an Order, under Section 226, directing the Great Northern Railway Company to construct a siding about eight miles east of Vancouver, B.C. (File 15299.)

Order made that Railway Co. extend siding shown in red on plan filed for distance of 300 feet, upon Applicant entering into Siding Agreement for construction of spur: Work to be finished within 30 days after execution of Siding Agreement See Order No. 11814.

2554. Complaint of C. W. T. Piper of Vancouver, the New Westminster Board of Trade, and the Surrey Board of Trade, B.C., regarding alleged inadequate service by the Great Northern Ry., south of the Fraser River. File 12020.

Order made that the G.N.R. Co. within 30 days from the 25th Nov., 1910, start its morning train from Guichon at 7 a.m.; stop its train as it did prior to the 2nd July, 1910, at all regular stations, flag stations, and stopping places between Pt. Guichon and Cloverdale, including Embrey Road, Oliver Road, Alluvia, and Surrey; and use its yard engine in New Westminster to transfer all cars containing milk and other farm produce for the New Westminster market immediately on arrival of morning passenger train. Also directing that the Ry. construct and complete not later than 15th Dec., 1910, a good road across its right of way to its Hazelmere Stn. See Order No. 12312.

2555. Complaint of the Fullerton Lumber & Shingle Co. of Vancouver, B.C., relative to rates on lumber charged by the Great Northern Ry. Co. (from Tynehead to Cloverdale, B.C. File 15342.

Order made directing the G.N.R. Co., not later than the 1st Jan., 1911, to adopt the rates and minimum weights of the C.P.R. Co.'s special mileage tariff C.R.C.W. 1112, effective 20th Feb. 1909, to apply on lumber on the New Westminster Southern Ry. and also on its other lines in British Columbia to the extent required by mileages of said railways. Application to vary Order 6612 refused. Leave granted to the complainant to file further application. See Order No. 12290.

2556. Application of the Department of Public Works of the Province of British Columbia under Section 237 for an order directing the C.P.R. and the V.V. & E. Ry. & Nav. Co., to provide and construct railway crossings and roads through the town-site of Huntingdon, B.C. File 15755.

Order made granting leave to the B.C. Government to open certain streets across the right of way of the C.P.R. as therein set forth. Work to be done at the



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expense of the Government, except where C.P.R. has consented to any work, in which case it is to be done at the expense of the Company, with the exception of the opening of International Ave. See Order No. 11762.

2557. Application of M. M. Boyd and R. S. Kaulbach for an Order directing the C.P.R. Co. to amend the location of their proposed branch line from Port Moody  $3\frac{1}{2}$  miles around the head of Burrard Inlet. File 13477.

No Order made. See judgment of the Chief Commissioner dated 22nd October, 1910. Appendix "C."

2558. Application of the St. Mungo Cannery Co., Ltd., for an order directing the V.V. & E. Ry. and Nav. Co. to provide shipping facilities by railroad from the St. Mungo Cannery, situate on subdivision 3, Lot 18, Group 2, New Westminster District, B.C. File 15513.

Order made refusing the application, but reserving leave to applicant to renew application, if it appears that applicant and railway are unable to agree upon the shipping facilities to be furnished. See Order No. 11727.

2559. Application of the City of Vancouver, B.C., under sections 237 and 238, for approval of plans and mode of crossing the track of the C.P.R., at Clark Drive, Vancouver, B.C. File 15507.

Order made refusing application, Commissioner Mills dissenting.

2560. Application of the City of Vancouver, B.C., for an Order to compel the V. V. & E. Ry. and Nav. Co., to construct a wooden bridge over its cutting where the same intersects Lakewood Drive, Vancouver, B.C. File 15508.

Order made that Railway Company construct, by the 6th March, 1911, a wooden bridge over its cutting where the same intersects Lakewood Drive in the City of Vancouver; plans of bridge to be filed with the Board for approval of its Engineer by the 6th October, 1910. See Order 12043.

2561. Application of the City of Vancouver, B.C., for an Order to compel the V. V. & E. Ry. and Nav. Co. to construct a wooden bridge over its cutting where the same intersects Woodland Drive, B.C. (File 15509).

Order made directing the Railway Co. to construct bridge over its cutting where the same intersects Woodland Drive, Vancouver. Bridge to be constructed by the 6th March, 1911.

See Order No. 12042.

2562. Application of the City of Vancouver, B.C., for an Order to compel the V. V. & E. Ry. and Nav. Co. to construct a wooden bridge over its cutting where the same intersects Broadway, Vancouver, B.C. (File 15510.)

Order made that the Railway Co. file the Board for approval, by the 9th Oct. 1910, plans of the bridges to be constructed over their right of way upon Lakewood Drive, Woodland Drive, and Broadway, in the City of Vancouver; and that the Ry. Co. construct the said bridge by 9th March, 1911. See Order No. 11728.

2563. Applications of the Vancouver, Fraser Valley and Southern Ry. Co., for crossings over Cariboo Road and other roads in the Municipality of Burnaby, in the Province of British Columbia. (File 14537.7).

Order made authorizing the applicant company to carry its railway across the following highways, namely, Cariboo Road, Stormont Road, Cumberland Road, Hazard Road, Polo Line Road, Hastings Road, and Boundary Road, or so much thereof as may lie within the said Municipality. See Order 11753.

2564. Application of the Vancouver, Fraser Valley and Southern Ry. Co., for an Order permitting the crossing with its tracks of Boundary Road and other Streets in the Townsite of Hastings, B.C.

Order made granting the application.

2565. Application of the Vancouver, Fraser Valley & Southern Ry. Co., for an Order permitting the crossing with its tracks, of Garden Drive and other Streets and Avenues in the City of Vancouver, B.C.

Order made granting the application upon consent of the City of Vancouver.



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2566. Application of the Corporation of New Westminster, B.C. under Sec. 230, for direction that the Vancouver Power Co. raise the wires to at least 190 feet above the Fraser Co. that have been erected by the Company on the bridge over the Fraser River at New Westminster, B.C.

Order made dismissing the application.

2567. Application of the Western Canada Power Company, under Sections 227 and 228, for an Order permitting the tracks of the Western Canada Power Company to join the tracks of the C. P. R. Co. at or near Ruskin, B.C.

Order made granting the application upon consent of all parties interested.

2568. Application of the Minister of Public Works of the Province of British Columbia, under Section 237, for an Order directing, for the safety and convenience of the public, that the present level crossing at the intersection of Powell Street on the Townsite of Hastings, 3 miles east of Vancouver, with the line of the C.P.R. Co. shall be closed as a highway crossing and a farm crossing substituted therefor, and that a level highway crossing at the intersection of McGill Street with the C.P.R. about 700 feet east of Powell Street be constructed.

Application withdrawn.

2569. Application of the Board of Trade for the District of Burnaby, B.C., for relief in the matter of freight rates charged by the C.N.R. Co., from Vancouver to points between that City and New Westminster, B.C.. (File 15707.)

Order made dismissing the application. See Order No. 11763.

2570. Application of the Government of British Columbia for leave to carry highway across the tracks of the C.P.R. east of Kanet Station. (File 15356.)

Order made granting leave to the Department of Public Works, Province of British Columbia, to construct a highway crossing over the right of way of the Railway Company, east of Kanet Station. See Order 11739.

2571. Application of C.P.R., and other Railway Companies for approval of their tariffs of sleeping and parlour car tolls. (File 1178. Case 4569.)

Order made that the Applicant Companies' Standard Tariff of Maximum Parlour Car Tolls, C.R.C. No. S-4, to apply on line or lines of railway on and after the 15th Feb., 1911, be approved, subject to conditions that such approval shall not in any way prejudice the rights of those interested in the Vancouver Board of Trade charging that railway rates generally in the West are discriminatory against Vancouver. See Order 13010.

2572. Application of G. T. R., under Section 178, for authority to expropriate certain land in St. Ann's Ward, Montreal, P.Q., described as subdivision 69, Lot 507, bounded on the front by St. Etienne St., containing an area of about 36,900 sq. feet. (Adj'd. hearing) (File 13761).

Order made granting the application, subject to the terms and conditions therein set forth.

2573. Consideration of question of protection at the level crossing of the G.T.R. at first crossing west of Bramptonville Station, Co. of Richmond, P.Q. (Adj'd. hearing.) (File 9437-360.)

No Order made. Application dismissed.

2574. Complaint of the residents of Newaygo and Montfort, P. Q., respecting elevation of culvert where C. N. Q. R., crosses Lake St. Francois near Newaygo Station. (File 2342-32.)

Referred back to the Board's Engineer to ascertain if the Company in constructing its road and bridge fill up any deeper part of the Lake or waterway than that now occupied by the Bridge. Senconly, the extent to which the dam controls the water at the bridge, and any other facts he may regard as material.

2575. Complaint of Jos. Begnoche and others of the Parish of St. Blaise, P. Q., that the G. T. R. has neglected to maintain the ditches along its right of way on Lot 215 of said Parish, resulting in serious damages. (File 16104.)



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Referred to the Board's Engineer to make a plan showing where, how, by whom, and when the work is to be done, necessary to drain properly the land in question. Order to go in accordance with his plan and report.

2576. Application of the C. N. Q. R., under Section 249, for an Order fixing the terms, conditions and method in which the dam and headrace or other portions of water-power of Alex. Naud, as constructed on Lot 103, in the sand parish of Deschambault, so far as it is affected by the Railway Company, may be from time to time maintained, repaired and re-constructed.

(File 668.36.)

Order made dismissing the application. See Order No. 12842.

2577. Consideration of the question of protection at the level crossing of the G. T. R. at east end of Windsor Mills Station, Richmond Co., P.Q. (File 9437.361.)

Order made directing the Grand Trunk Ry. Co. to appoint forthwith a watchman to protect the crossing from 7 a.m. to 7 p.m. daily, Wages of watchmen to be paid by the Company and borne as follows:

$\frac{1}{2}$  by the Company,  $\frac{1}{8}$  by the Town of Windsor Mills,  $\frac{1}{8}$  by the Brompton Bridge Co., and  $\frac{1}{8}$  by the Canada Paper Co. See Order No. 12917.

2578. Application of Town of Notre Dame de Grace, in the District of Montreal, P. Q., under Section 29, for an Order amending Order No. 8208, of Sept. 14th, 1909, authorizing the M. P. & I. Ry. to deviate its railway on Notre Dame St. in the Town of Notre Dame de Grace, and approving an agreement between the G. T. R. the M. P. and I. Ry. and the M. S. R.

(Adj'd. hearing) (File 6023.3)

Order made dismissing the application. See Order No. 12845.

2579. Application of the C. N. Q. Ry. under Sections 178, 237 and 284, for authority to extend its yards at Hochelaga in Montreal, to cross Marlborough St., and to take extra lands, Lots 106 and 107 on Stadacona St., and Lot 105 on Marlborough St. (Adj'd. hearing) (File 15558)

Order made dismissing the application. See order No. 12836.

2580. Application of C. N. Q. R., under Section 317, for approval of proposed extension to its yards at Moreau St., Montreal, and for a direction that the City of Montreal may close Robillard St. (Adj'd. hearing) (File 15001).

Order made that plan dated the 28th June, 1910, showing proposed extension of the Applicant Company's yards between Moreau and Marlborough Sts., Montreal, on file with the Board, be approved and the application *in re* Robillard St., be dismissed.

2581. Application of Mousseau & Gagné, of Montreal, P.Q., for an Order compelling G. T. R., to construct a highway crossing on a proposed road between St. Polycarpe and St. Clet, P. Q. (File 13485)

Order made refusing the application without prejudice to the Applicants or others to apply for the establishment of a public highway crossing at or near the point in question, but outside the yards of the Railway Company. See Order No. 12844.

2582. Application of the C. N. Q. Ry., under Section 176, for authority to use the tracks on the bridge over the St. Charles River near Quebec, and approaches thereto, including the property owned in common by the Q. R. L. & P. Co., and the Q. & L. St. J. Ry., for the purpose of etnering the City of Quebec. (Adj'd. hearing) (File 14315).

Order made granting leave to the Applicant Company to use the tracks on the Bridge over the St. Charles River near Quebec and the approaches thereto, including the property owned in common by the Quebec Ry. Light & Power Co. and the Quebec and Lake St. John Ry. Co., for the purpose of entering the City of Quebec, subject to certain terms and conditions set forth in the Order. See Order No. 12842.

2583. Application of the City of Montreal, P.Q., under Section 238, for an Order enjoining the C.N.Q. Ry. to remove a shanty at intersection of Valois Ave., with



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Ontario St., and to remove the fence stretching across Valois Ave., on the south side of Ontario St. Montreal. (File 16512).

Order made dismissing the application.

2584. Application of Municipality of Lac aux Sables for an Order directing C. N.Q. Ry. to open and maintain a watercourse across the right of way in accordance with a process verbal (homologated by the Council of "St. Remi de Lac aux Sables" on Aug. 17, 1909) of a drainage scheme to drain "Lac a L'Ours" in the discharge of "Lac aux Sables" and use the land of the drained Lake for cultivation purposes in addition to the other farm lands. (File 16162.)

Order made directing the C.N.Q. Ry. to open and maintain a watercourse across its right of way in accordance with the process verbal (homologated by the Council of St. Remi de Lac aux Sables on Aug. 17th, 1909) of a drainage scheme to drain Lac a L'Ours in the discharge of the Lac aux Sables and to use the land of the drained lake for cultivation purposes in addition to the other farm lands; the work under the Railway's right of way to be built by the Railway Co., at its own expense, and to be completed by the 1st of June, 1911. See Order 12918.

2585. Application of C. H. Lovell for an Order directing G.T. Ry. and B. & M. Ry. to provide connection between G.T.R. No. 2 train, due to leave Sherbrooke at 11.32 a.m., and B. & M. train No. 70, due at Sherbrooke at 11.00 a.m. (File 16230.)

Order made that G.T. Ry. and B. & M.R.R. Co. provide a connection between the Grand Trunk Railway Co's train No. 2, due to leave Sherbrooke at 11.32 a.m. and the Boston & Maine Railroad Co's train No. 70, due at Sherbrooke at 11 a.m. The next change of time-table to be not later than the 15th May, 1911. See Order No. 12916.

2586. Complaint, W. A. Stewart, Napierville, P.Q., alleging certain grievances against the Napierville Junction Ry., in connection with service furnished to persons along its line.

(Files 11095 and 12070).

Order made adding the Delaware & Hudson Railroad Co. party to the application. See Order No. 12839.

2587. Application of G.T.R., for an Order permitting the railway company to cancel trains Nos. 23 and 24 and to arrange the schedule the same as it was when the railway company only ran one train daily except Sunday in each direction which arrive and depart as follows:—

Lv. Victoriaville 6 a.m. Ar. Doucet's Landing 8.30 a.m.

Lv. Doucet's Landing 12.01 p.m. Ar. Victoriaville 2.30 p.m.

(File 13995.)

Stands sine die,—to be brought on by the Railway Co. on 10 days notice, should it desire to do so.

2588. Application of City of Lachine, P.Q., under Secs. 258 and 284, for an Order directing G.T.R. to make "Convent Station" the chief station at Lachine, to be supplied with full passenger, freight and telegraph equipment, and to move said station further west between 18th and 21st Sts. (File 16503).

Stands for six months, to enable parties to arrange matters between themselves.

2589. Application of Montreal Terminal Co., under Railway Act, for approval of proposed Standard Passengers Tariff for passenger traffic carried upon its railway of three cents (3c) per mile within a minimum fare of five cents (5), subject to such special fares, if any, as may be in force in any district traversed by the Company under any agreement made by the Company with the Municipal authorities of any district. (File 6262.)

Order made refusing the application and directing the Applicant Company to file by the 15th Feb., 1911, a Standard Passenger Tariff specifying a maximum toll of two and a half cents (2½c.) a mile to be charged on the Company's existing lines. See Order No. 12853.



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2590. Application of Montreal Park & Island Ry., under Railway Act, for approval of Standard Passenger Tariff for passenger traffic carried upon its Railway of Three cents (3c.) per mile, with a minimum fare of Five cents (5c.) subject to such special fares, if any, as may be in force in any district traversed by the Company under agreement made by the Company with the municipal authorities of any such district. (File 6135. Case 2984.)

Order made refusing the application, and directing the Applicant Company to file by the 15th Feb., 1911, a Standard Passenger Tariff specifying a maximum toll of Two and a half cents (2½c.) a mile to be charged on the Company's existing lines. See Order No. 12853.

2591. Complaint of Board of Trade of Halifax, N.S., relative to differential rates of railway companies of one cent per hundred pounds which exists against the Port of Halifax, N.S., as compared with the Port of St. John, N.B. (File 13362.)

Order made dismissing the application. See Order No. 12882.

2592. Application of H. B. Ledoux Co., of Winnipeg, Man., for carload classification on shipments of cigars. (File 16486.)

Order made dismissing the application. See Order No. 13225. See also Judgment of Assistant Chief Commissioner Scott. Appendix "C."

2593. Application of Lamontagne, Limited, of Montreal, P.Q., for a minimum carload rate on trunks and valises when shipped in cars with goods included in the saddlery list of the Canadian Classification No. 15. (File 16454.)

Order issued amending Canadian Classification No. 15 by adding to the saddlery list trunks and valises and excluding the note *re* trunks containing wearing apparel and personal effects.

2594. Application, Q.R.L. & P. Co. under Section 361, for recommendation to the Governor-in-Council for sanction of an agreement between the Q.R.L. & P. Co., and the Quebec County Ry. Co. (File 16546.)

Order made recommending for the sanction of the Governor-in-Council the deed of sale entered into between the Applicant Company and the Quebec County Ry. Co. See Order 12937.

2595. Application, C.N.O. Ry., under Section 257, for authority to construct a bridge over the North River in the Parish of St. Andrews, County of Argenteuil, P.Q., Mile 13.5 from Hawkesbury, Ont. (File 2342.31.)

Order made directing the C.N.O. Ry. Co., to construct a bridge over the North River as applied for, subject to certain conditions set forth in the Order.

See Order No. 13030.

2596. Application of Georgian Bay & Seaboard Ry., (C.P.R.) under Sections 159 and 167, for authority to revise grade from Mileage 65.63 to Mileage 69, Tps. of Ops and Fenlon, Ont., revision and location from Mile 69 to Mile 70.5, location from Mile 70.5 to Mile 72.88 in the Town of Lindsay, Ont. (File 2100.10).

Order made approving of the revision of the C.P.R. Co.'s line from Mileage 68.97 to Mileage 71.7. See Order No. 12637.

2597. Application, G.T.R., under Section 167, for approval of proposed deviation in location of its railway from Lindsay to P. Hope, as already constructed between a point near Reaboro, on Lot 10, Con. 10, Tp. of Ops, C. of Victoria, Ont., and a point near Rice Lake Summit, on Lot 16, Con. 9, Tp. of Hope, Co., of Durham, Ont. (Adj'd. hearing). (File 15708).

NOTE: The G.T. Ry. and the G.B. & Seaboard Ry. Companies to file new plans showing the locations as agreed upon between the Companies. When these plans are filed, an Order will go approving the same.

2598. Application, G.T.R., under Section 229, for an Order authorizing the installation of a full interlocking plant at crossing with the N. St. C. & T. Ry., between Clifton J., and Stamford, Ont., and in the matter of Order 9646, dated 17th February, 1910, and Order 10310. (To be spoken to). File 11514).



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Order made varying Order 10310, dated 20th April, 1910, by providing that the G.T. Ry. Co., furnish the necessary signalmen to work the interlocking plant and other necessary items, as set forth in said Order; the Order in no wise to vary the rights of the parties as set forth in agreement of the 1st August, 1887, made between the said Companies. See Order No. 13015.

2599. Application, C.N.R., under Section 227, for authority to cross with its Vegreville-Calgary Branch the C.P.R.'s Didsbury-Kinivie Branch in the N.W. of Section 21, T. 25, R. 24, W. 4th Mer., between Mileage 218 and 219, from Vegreville, Alta. (Adj. hearing). (File 12924.45).

Order made refusing the application. See Order No. 12938.

2600. Application, C.N.O. Ry., under Section 237, for authority to divert public road on Lots 5A and 4E Con. 1, T. of Grenville, Co. of Argenteuil, P.Q.. (File 2342.35).

Order made granting application, subject to the condition that compensation be made to J. Kelly, one of the land owners affected, for damages, (if any) sustained by him by reason of the diversion of the said road. See Order No. 13009.

2601. Application, C.N.O. Ry., under Section 237, for authority to construct its tracks across the public road between Lots 16 & 17, Junction Gore, T. of Gloucester, Co. of Carleton, Ont. (Billings Ave.) (File 3878.323).

Order made granting the application. See Order No. 12936.

2602. Application, V.V. & E. Ry. and N. Co., under Sections 167, 222 and 224 for approval of plan showing change of grade and deviation of Company's main line between points "A" and "B" (Angus Road to South side of False Creek); deviation of branch line to Burrard Inlet between points marked "C" and "D" (Napierville St. to south side of False Creek); and proposed branch line from point "E" in Block 81, D. L., 264, A. to point "F" near Block 25 D. L. 196 (Clark Drive to point on West side of False Creek); Westminster Ave., Vancouver, B.C. (File 572.18.)

Order made granting the application subject to the terms of agreement dated the 16th May, 1910, between the Applicant Company and the City of Vancouver, and the further condition that the grade at Fifth Ave., from the west side of Clark Drive to the East side of Boundary Ave., shall not exceed 6 per c. See Order No. 12939.

2603. Application of V. V. & E. Ry., & Nav. Co., under Section 178, for authority to take lands between points A and B and deviate branch line to Burrard Inlet between points C and D and of a branch line from point E in Block 81, Dist. Lot 246a, to a point F near Block 25, Dist. Block 196, Vancouver, B.C. (File 572.19).

Order made granting the application, subject to the condition that the Applicant Co. compensate the land owners for damages (if any) arising from their riparian rights being injuriously affected by the taking of the property which the City of Vancouver is granting to the Railway Co. See Order No. 12952.

2604. Application of C.P.R. under Section 238, for authority to divert road allowance between Con. A, Ottawa front, and Con. 1, Ottawa front, Tp. of Nepean, Ont. (File 16625.)

Order made granting the application. See Order No. 13014.

2605. Application of the Tp. of Nepean and Police Village of Westboro, Ont., under Section 237, for authority to carry Victoria St., across road way of C.P.R., Westboro Village, Ont. (File 16661.)

Order made granting the application. Work to be done at the expense of the Twp. of Nepean and the Police Village of Westboro. See Order No. 13004.

2606. Application, Town Steelton, Ont., under Sections 237 and 238, for an Order directing the C.P.R. to submit to the Board a plan and profile of that portion of its railway where the same crosses St. John St., and to protect said crossing by gates or watchman or in such other manner as to the Board may seem proper. (Ad. Hearing). (File 9437.604.)

Application withdrawn.

2607. Application, Town of Steelton, Ont., under Sections 237 and 238, for an Order directing the C.P.R. to submit to the Board a plan and profile of that portion



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of its railway where the same crosses Wellington St., and to protect said crossing by gates and watchmen or in such other manner as to the Board may seem proper. (Ad. hearing). (File 9437-583.)

Application withdrawn.

2608. Consideration of draft of proposed regulations for inspecting, testing, and washing of locomotive boilers. (Circular No. 57). (File 16513.)

Order made that all railway companies file by the 7th April, 1911, copies of their regulations in force regarding these matters.

2609. Application of G.T.R. Co., of Canada for approval of the plans of the Toronto Grade Separation Part 1, as follows:—

1. Howard Ave. Sudbury, Toronto. (Abutments).

2. Jane St. Subway, Tp. of York. (Abutments).

3. Humber River Bridge (East abutment, West abutment and Centre Piers). (File 588-8.)

Adjourned to sittings of the Board in Toronto on the 24th inst. as to No. 3; Order as to Nos. 1 and 2 approving subway plans.

2610. Application of Toronto, Hamilton & Buffalo Ry. Co., for authority under Sections 178 to take possession of certain lands in the Township of Barton and Ancaster Ont., for the extension of Hamilton freight yards. (File No. 16450.)

Order made granting the application. See Order No. 12957.

2611. Application of the Michigan Central Railroad Company for authority to divert the highway at Fletcher Station, Township of Raleigh, being the road between the Townships of East Tilbury and Raleigh, Ontario.

(NOTE),—The question of costs to be spoken to. (File 9437-165.)

Order made directing that 20 per cent of the cost of the work, less the expense of moving the poles of the Bell Telephone Co., be paid out of The Railway Grade Crossing Fund. The Board's Engineer to check the items of the account. See Order 13230.

2612. Consideration of the matter of protection at the crossing by Canadian Pacific Railway of Stone Road Crossing, Galt, Ont. (File 9437-620).

Stands to enable the parties to discuss the matter with a view to arranging it.

2613. Application of the Canadian Pacific Railway Company, under Sections 222 and 237, for authority to construct an industrial spur to factory sites in the Town of Windsor, Ontario, from a point in Lot 85, crossing McDougall Avenue, thence crossing Tecumseh Road, and along Mercer Street as far as Giles Street. (File 15540.)

Application withdrawn.

2614. Application of the Toronto, Hamilton & Buffalo Railway Company, under Sections 221, 222, 223 and 237, for authority to construct branch lines of railway in the City of Hamilton, Ontario, from a point on the Applicants' Easterly Belt Line of railway marked H. B. 98-08.8, a short distance west of Trolley St., and running westerly across Trolley St., and Stipe's Road to a point marked H.B. 109-60.7. Also from a point on said Belt Line marked H.B. 100-64.2 a short distance west of Trolley St. and running westerly across Stipe's Road to a point marked 109-50.7. (File 16178.)

Order made granting the application. See Order No. 13114.

2615. Application of the Toronto, Hamilton & Buffalo Ry. Co., under Sections 221, 222 and 223, for authority to construct spur in Hamilton, Ont., from Lot 11 in Case, Cahill and Corser's survey, fronting on south side of Princess St., between Ruth St. and Sherman Ave., and running easterly across Sherman Ave., Earl St., Gibson Ave., the tracks of the Hamilton Radial Electric Ry. Co., Rosedale Ave., Princess Street, and Milton Ave., into the lands of the Canadian Washing-house Co. Ltd.; under Sections 235 and 237 to cross at grade above highways and lanes; under Section 227 to cross tracks of the Hamilton Radial Electric Ry. Co. by an over head bridge.



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(NOTE).—The applicants to serve notice on the landowners of the hearing of this application at Toronto on February 24th, 1911. (File 16748).

Order made granting the application. See Order 13208.

2616. Application of the Canadian Northern Ontario Ry. Co., under Sec. 237, for authority to divert the Kingston Road and the side road between Lots 4 and 5, Concessions "A" and "B" and construct an under-crossing under the tracks of the railway on Lot 4, Concession "B", T. of Hamilton, Co. of Northumberland, said crossing to be in place of crossing under the railway approved under Order of the Board No. 9611, dated the 17th of February, 1910. (File 3878-160).

Order made rescinding Order of the 17th Feb., 1910, on the ground that it was made through inadvertence and error. The hearing of the application adjourned to Cobourg, Ont. Friday, March 24th.

2617. Application of the Georgian Bay and Seaboard Ry., under Sections 159 and 167, for authority to revise grade from mile 65.73 to 69; in the Townships of Ops and Fenelon; revision of location from mile 69 to 70.5; location from mile 70.5 to mile 72.88 in the Town of Lindsay, being a point on the Lindsay, Bobcaygeon and Pontypool Ry.

(NOTE).—This matter heard at Ottawa Feb. 7th, when an Order granted approval to station 20.30; remainder of location now to be heard including taking possession of G.T.R. property in Lindsay. (File 2100-10.)

Board directed that an Order go, but not to issue until asked for by the Canadian Pacific Railway Company.

2618. Consideration of the matter of protection at the crossing of the Grand Trunk Ry. Co. 2½ miles west of Acton West, Ontario.

(NOTE).—The municipalities interested will be required to show cause why they should not contribute to the cost of the proposed diversion of the highway. (File 9437-193.)

Referred to the Board's Engineer to inspect and report. The Engineer to notify the parties when he will visit the locality.

2619. Consideration of the matter of protection of the Canadian Pacific Ry. Co.'s crossing at Monaghan Road and Romaine St., Peterboro, Ont. (File 9437-298.)

No order made.

2620. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. Co. at George St., Peterboro, Ont. (File 9437-622.)

No order made.

2621. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. Co., at Aylmer St., Peterboro, Ont. (File 9437-623.)

No order made.

2622. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. Co. at Rink St. Peterboro, Ont. (File 9437-624.)

No order made.

2623. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. Co., at Stewart St., Peterboro, Ont. (File 9437-625.)

No order made.

2624. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. Co. at Park St., Peterboro, Ont. (File 9437-626.)

No order made.

2625. Consideration of the question of protection at the level crossing of the Canadian Pacific Ry. at Chamberland St., Peterboro, Ont. (File 9437-627.)

No order made.

2626. Application of the Grand Trunk Ry. Co. of Canada, under Sec. 258 of the Railway Act, and Order No. 8627 approving of the plan in duplicate of the proposed



new passenger station to be erected at Guelph, Ont.; also plan showing re-arrangement of tracks and location of the new station.  
(File 9248. Case 4433).

Order made approving the new plan submitted by the City of Guelph. Agreement as to re-arrangement of tracks to be filed with the Board.  
(File 9437-185.)

2627. Application City of Guelph, under 237, for an Order ratifying and confirming agreement between City and C.P.R., *re* protection at Eramosa Road, Guelph, (File 9437-185.)

Order made confirming agreement, dated 3rd October, 1910, subject to conditions set forth in the order. See Order 13168. Gates to be installed at Eramosa Road by the 1st July, 1911.—20% of the cost of construction to be paid to the Railway Company out of The Railway Grade Crossing Fund.

2628. Application City of Guelph under 237 for an order ratifying and confirming agreement between City and C. P. R. *re* protection at Allan's Bridge, Heffernan St. Guelph. (File 9437-186.)

Order made confirming agreement, dated 3rd October, 1910, subject to the conditions set forth in the order and providing for a bell at Allen's Bridge, bonded to the main line only. All switching movements at the point to be taken care of by a flagman.

2629. Application of the Toronto & Eastern Ry. Co., under Sec. 237, for authority to construct its lines of railway along Bank St. and across Mechanic, Church, Prince, Simcoe, Mary and Division Sts., Ottawa, Ont. (File 15881-1.)

Order made permitting applicant company to construct its railway along Brant Street. (See Order 13110.)

2630. Application Toronto and Eastern Ry. Co. under Sec. 237, for authority to construct its line of railway along Mary St. and across public road at Station 195-59, Grand Trunk Ry. St. Ash, Perry, Brock, Byron, Centre, Kent, and Euclid Sts., and public road at Station 227-02, Whitby, Ont. (File 15881-2.)

Order made granting the application. See Order No. 13111.

2631. Application Toronto and Eastern Ry. Co., under Sec. 237, for authority to construct its line of railway along Wellington St. and across Seugog, Temperance, George, Liberty and Division Sts., Bowmanville, Ont. (File 15881-3.)

Order made granting the application. See Order 13107.

2632. Application of the Toronto Eastern Ry. Co., under Sec. 159, for approval of location of its line of railway through Townships of Pickering, Whitby East, Whitby, and Darlington, Ont. (File 15881-4.)

Order made granting the application. See Order No. 13106.

2633. Application of the Village of Mimico, Ont., respecting alleged dangerous condition of the Grand Trunk Ry. Co.'s crossing on Church St., in that Village. (File 9437-82).

No order made. Mr. Gillen on behalf of the G.T.R. undertaking to operate the gates at the crossing up to midnight.

2634. C.N.O. Rly. Application under sections 159 and 237 for approval of location of its line of railway from Davenport Road to McClellan Ave., Toronto, Ont., and for authority to cross highways as shown on plans. (File 3878-343).

Judgment reserved.

2635. Application of the Toronto Niagara & Western Ry. Co., under Sections 176, 177 and 178 for authority to take, use and occupy portions of Lot 35, Con. 3, in the City of Toronto, Co. of York, Ont., and part of Lots 14 and 24 inclusive. (File 4488-32).

Judgment reserved.

2636. Application of the Grand Trunk Ry. Co. of Canada, under Sections 222 and 237, for authority to construct siding extending from a point on its siding on



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Pacific Ave., north of Liberty St. Toronto, Ont., upon, along, and across Pacific Ave. to a point opposite the northerly limit of lands owned by The Hinde and Dauch Paper Co. of Canada, Ltd. (File 1359-2).

Order made granting the application and providing that if the parties cannot agree among themselves as to the compensation to be paid, Mr. F. H. Drayton shall fix the compensation for the properties injured, if any, on Pacific Ave. See Order 13113.

2637. Application of the Powell Lumber & Door Co. Ltd., Toronto, Ont., respecting the G.T.R.'s spur at Front St., West, Toronto, Ont. (File 231).

Order made refusing the application, with leave to the applicant company to speak to the question of alleged damages, should it desire to do so. See Order 13121.

2638. Application of the Canadian Pacific Ry. Co., under Sections 222, 227 and 237, for authority to lay out, construct, and operate, three railway sidings along and across Pardee Ave., and across Liberty St., and connecting with a siding belonging to the Grand Trunk Ry. Co. (File 12259).

Order made for construction of siding as shown on plan except that there is to be no connection with the G.T.R. siding running in from the south at or about Lot 30. See Order No. 13152.

2639. Consideration of the matter of protection of the Keele St. and St. Clair Ave., crossing of the Grand Trunk and Toronto Suburban Ry. Companies, Toronto, Ont.

(NOTE).—The Railway Companies are required to speak to the advisability of providing better protection at the present crossing than now exists. (File 357).

Final action by Board deferred upon the understanding that if it is brought to the attention of the Board that the Order is violated by those in charge of the engines, and crossings are made in contravention of the Order, the crossings will be inspected by an Engineer of the Board and an Order will go for the installation of any additional protection by the Grand Trunk that the Board's Engineer thinks should be installed.

2640. Application of the Grand Trunk Ry. Co., under Sections 227 and 237, for authority to construct two sidings upon and across St. Clair Ave., Toronto, Ont., and the tracks of the Toronto Suburban Ry. on St. Clair Ave. (File 16580).

G.T.R. decides not to press the application.

2641. *Re* protection at the level crossing of the Grand Trunk and Canadian Pacific Ry. Cos. at Brock Ave., Toronto, Ont.

(NOTE).—The G.T.R. plans will be considered; also the question of the apportionment of the cost of the work. (File 9437-106).

Order made directing that the subway to be constructed at the said crossing be 56ft. wide with two roadways 21 ft. wide and two sidewalks seven ft. wide, or two 28-ft. spans. G.T.R. to file new plans showing length of proposed subway by the 27th March, 1911. Further consideration of the application and question of division of cost of work deferred until after filing of plans.

2642. Application of the Canadian Pacific Ry. Co. under Sec. 235, for leave to cross Weston Road, in the City of Toronto, Ont., with seven tracks, also to construct tranship platform across the said Weston road. File 16378.

Order made authorizing C.P.R. to construct seven tracks across Weston Road and to construct tranship platform across Weston Road; C.P.R. to pay to the Corporation of the City of Toronto, upon completion of the bridge at Weston Road, the sum of \$8,052 in full of cost of all necessary work in connection with the reconstruction of the bridge. Any question arising as to the time of the completion of the bridge to be referred to and disposed of by the Engineer of the Board. See Order 13117.

2643. *Re* level crossing of the Grand Trunk Ry. Co. at Windermere and Ellis Avenues, in the Township of York, Ont. File 6994. Case 3026.

No further Order necessary, as plans show the headway and width.



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2644. Application of the Township of York, Ont., under Sec. 237, for an Order directing the Grand Trunk Railway Company to provide level crossing for proposed highway over the Old Belt Line Railway, east of Yonge St. (File 16719).

Application dismissed. See Order 13158.

2645. Consideration of the question of the elimination of the grade crossing of the Canadian Pacific Railway Company at Yonge St., North Toronto, Ont. Adjourned hearing. (File 9437-153).

Judgment reserved.

2646. Application of the Municipality of the Township of Etobicoke, Ont., for an Order for the protection of Mimico Ave., crossing of the Grand Trunk Railway Company in the Township of Etobicoke, Ont. (File 9437-631).

Order made refusing the application. See order 13108.

2647. Application of the Canadian Pacific Ry. Co., under Sec. 258, for approval of location of new station near northern corner of Weston Road and Royce Avenue, West Toronto, Ont. (File 16677).

Order made granting the application. See order No. 13116.

2648. Application of the Grand Trunk Ry. Co., for approval of plans for change of location and details of construction with Part One of the Toronto Grade Separation, Toronto, Ontario.

(NOTE).—The Board will take up the matter of the subway at Salisbury Ave., in the Township of Etobicoke, and Church St., Mimico, Ont. (File 588-6.)

Order made authorizing the G. T. R. to construct a subway at Salisbury Ave., in the Village of Mimico. Plan to be filed with the Board by the 1st April, 1911. Subway to be 30 feet wide, 25 ft. for roadway and 5 ft. for sidewalk; 20 per cent of cost to be paid out of The Railway Grade Crossing Fund. See Order 13169.

2649. Application of the Grand Trunk Ry. Co. of Canada for approval of the plans of the Toronto Grade Separation, Part 1.

Humber River Bridge, (East Abutment, West Abutment, and Centre pier). (File 588-8).

Stands until Minister of Public Works disposes of application made to him.

2650. Application of the Grand Trunk Ry. Co. under Sec. 178, for authority to take part of Lot 2 on north side of Empress Crescent and part of Lot 1 on north side of Empress Crescent, Toronto, Ont. (File 588-9.)

Order made granting the application and providing that where, under the terms of the order, any severance of land is authorized and the remaining portion of the land not so taken as well as any building or buildings thereon is injuriously affected by such severance, including therein injurious affection arising from the uses to which such severed portions may be put, the G.T.R. either purchase such remaining portion or fully compensate for any damage arising from such injurious affection. See Order 13191.

2651. Application of the Grand Trunk Ry. Co. of Canada, under Sec. 178, for authority to take some eight or nine pieces of land situate in the Townships of York and Etobicoke, in connection with Toronto Grade Separation, Part 1. (File 588:10).

Order made in regard to the lands of Mrs. Chapman, the Company undertaking to take 5' less in width for 150' easterly from Ellis Ave., if the Chief Engineer of the Company finds work can be constructed upon said narrower portion. Application stands as to Bolt Works. Application stands as to Mrs. Mary MacDonald, until Sunnyside Crossing is disposed of; also Sunnyside Orphanage and Mr. Johnston's lands. Also as to Messrs. Mile & Woods, and Toronto & York Radial Co. As to City of Toronto, new plans will be filled as per agreement.

2652. Application of the Township of Etobicoke, Ont., for an Order to re-apportion the Township's proportion of cost of subway at Queen St., west of the Humber River. (File 588-11).

Application withdrawn.



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2653. Application of the Canadian Pacific Railway Company lessee of the Georgian Bay and Seaboard Railway Company under Section 167 for authority to change its location of a portion of its railway in the Town of Orillia.

(Note Terms of Order to be spoken to).

(File 10568).

Order made approving crossings of Grand Trunk Ry. Co. at Atherley Junction, to be protected by an interlocking plant to be installed and maintained by the Grand Trunk Ry. Co., but cost to be paid by the applicant Company. For terms see order No. 13572. Order No. 10586 rescinded.

2654. Complaint of Thos. Myles Sons, Limited, of Hamilton, Ontario, relative to freight rates on shipments of coke to Hamilton, Ontario. (File 16657).

Order made directing Grand Trunk Railway Co. to restore the rates on gas house coke from Buffalo and Suspension Bridge, N.Y., to Ontario points shown on tariff C.R.C. No. 2195, which were in effect December 11th, 1910, new rates to be effective not later than 24th April, 1911. See Order No. 13215.

2655. Complaint of J. & J. Taylor, Toronto Safe Works, Toronto, Ontario; relative to note in freight classification on safes, reading: 'Safes of 1,000 pounds each or over to be loaded and unloaded by Owners.' Canadian Classification No. 14. Iron Safes, Item 48. File 9428-6.

Order made that the said note to item 35, page 47 of Canadian Classification 15 be struck out and that the words 'Safes of 1,000 pounds or over be struck from the list of exceptions to the tariffs of cartage charges of the Railway Companies. See Order No. 13185.

2656. *Re* proposed revision of rating on tobacco submitted for approval of the Board in Supplement No. 1 to Canadian Classification No. 15. File 16453.

Order made dismissing the application. See Order 13355.

2657. Complaint of J. Barton Yourex, 187 College St., Toronto, Ont., against extra charge of the Bell Telephone Company for telephone in use at that address. File 3574.23.

Order made dismissing the application. See Order 13115.

2658. Application of the Port Hope Telephone Co., Ltd., for an Order directing the Bell Telephone Company of Canada to provide connection with the local exchange system of the Bell Telephone Company at Newcastle, Ont. File 3839.147.

Application withdrawn.

2659. Application of the Ingersoll Telephone Co., Ltd.

The Harrietsville Telephone Assn. Ltd.

The Blenheim and South Kent Telephone Co. Ltd.

The Wheatley Telephone Co. Ltd.

The People's Telephone Co. of Forest, Ltd.

The South Lambton Telephone Co-operative Assn.

The Port Hope Telephone Co. Ltd.

The Markham and Pickering Telephone Co. Ltd.

The Niagara District Telephone Co. Ltd.

The Brussels, Morris and Grey Municipal Telephone System, and the Consolidated Telephone Co. Ltd. for an Order directing the Bell Telephone Co. of Canada to provide long distance connection with their telephone systems respectively. (File 16171.)

Judgment reserved.

2660. Application of the Nelson Telephone Co. Ltd., for revision in terms of contract with the Bell Telephone Co. of Canada, dated May 1st, 1909. File 3839.93.

2661. Application of the People's Telephone Company, of Sherbrooke, P.Q., that exclusive connection should not be approved between the Canadian Telephone Company and the Bell Telephone Company. File 3839.145.

See judgment of Commissioner Mills concurred in by the Chief Commissioner and Assistant Chief Commissioner. Appendix "C."



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2662. Application of M. Meagher, Debec Jet., under Secs. 226 and 284, for an order directing the C. P. R. to construct branch line to his warehouse at Debec Jet. (File 16278.)

Order made that the Railway Company, at its own expense, remove warehouse at the convenience of the applicant. The company to lease the land necessary for the building at a nominal rental of \$12 per annum. See Order 13162.

2663. Application of C.N.Q.R. under Secs. 237, 227, 228 for authority to construct its railway across Notre Dame Street, Montreal, P.Q., and to cross the tracks of the Montreal Street Railway by overhead structure and to join with tracks of Montreal Harbour Commission. (File 2342.38.)

Order made granting the application at the expense of the applicant company. Work to be completed by 1st August, 1911. See Order No. 13197.

2664. Application, G.T.R. under Secs. 222, 237 and 167 for authority to construct a siding commencing at a point on Acorn Ave., St. Henri, Montreal, P.Q., thence extending southwesterly along and upon Acorn Avenue a distance of about 390 feet to a point opposite the premises of the National Acme Manufacturing Company. (File 16459.)

Order made granting the application. The spur to be constructed by 7th day of September, 1911. See order 13167.

2665. Application, Twp. of Nepean, under Sec. 237, for an Order directing the C. P. R. to take off gates at farm crossing and provide suitable level crossing at Carleton Ave., Lot 33, Con. "A", Tp. of Nepean, Ont. (File 16675.)

Judgment reserved. Question of a general scheme of crossings on the Canadian Pacific Railway in this connection to be looked into and reported upon by the Board's Engineer.

2666. Application, City of Ottawa, for an Order under Sec. 238 directing the G.T.R. to provide for protection of Bronson Ave., by carrying highway over the tracks. (File 10488.)

Order made for bridge to be completed by 1st November, 1911. Cost of work to be divided as follows: 20 per cent (not exceeding \$5,000) to be paid out of The Railway Grade Crossing Fund;  $\frac{2}{3}$ ths of the remainder to be paid by the City of Ottawa; and  $\frac{1}{3}$ ths by the Railway Company. For full particulars see order dated 7th March, 1911.

2667. Application, C. P. R. under section 178, for authority to take the following lands:—Part of Lot 9, Block 5, East side of Little Chaudière Road, and part of East half of Lot 37, 1st Con. Ottawa Front, Twp. of Nepean, Ottawa, Ont. (File 16843.)

Application withdrawn, the Company having purchased the land.

2668. Application G.T.R. (C.A. Ry.) under sec. 257 for approval of plans of proposed platforms and train shed for Central Union Passenger Station at Ottawa, Ont. (File 1593.1.)

Order made approving of plans. Order No. 13188 rescinded. See Order No. 13323.

2669. Application, Corporation of North Hatley, Que., for an Order requiring the Boston & Maine R.R. to provide a crossing over the right of way of the Massawippi Valley Ry., in the Village of North Hatley. (File 16885.)

Order made granting leave to the Village of North Hatley to construct and maintain at its own expense a highway crossing over the tracks of the Boston and Maine Railroad Company as applied for. The question of cost of protection, if the same is at any time in the future required, reserved for further consideration. See Order 13217.

2670. Complaint, D. & O. Sproule, Digby, N.S., alleging excessive charges made by the Dominion Atlantic Railway between Digby, N.S., and St. John, N.B., on fish. (File 16584.)

Board decided no Order necessary, as matter previously dealt with.



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2671. Complaints relative to new Express Tariffs with regard to milk and cream.

(Note) The Board will take up the following:

1. Change in estimated weight of cream from 10 to 12 lbs. per gallon.
2. Increase in lowest rate of Scale "N" from 30 to 35 cents per 100 lbs.

(File 4214.55.)

Order made directing that charges on cream for making butter, between all points east of Port Arthur shall not exceed figures set forth in schedule set out in the Order. Express companies to submit for approval of Board special tariffs on sweet cream in cans for purposes other than butter making, adjusting the rates for the entire service, namely, the outward shipments of the cream and the return of the empties, so that for the total service there shall be no increase in charges over the charges made for the said total service between March 1907 and March 1911. Provisions of the Order to be made effective May 1st, 1911. See Order No. 13381.

2672. Application, C.N.O. Ry., under Sec. 237, for authority to divert the Kingston Road and the side road between Lots 4 and 5, Con. "A" and "B" and construct crossing under the tracks of the Railway on Lot 4, Con. "B", Tp. of Hamilton, County of Northumberland, said crossing to be in place of crossing under the railway approved under Order No. 9611, dated 17th February, 1910. (File 3878.160).

Order made providing for subway to be constructed on the Kingston Road, 5½ feet wide and 14 feet in height, at the expense of the Railway Company.

2673. Application G. N. Smith, for an Order directing the C.N.O. Ry. to construct an overhead bridge over its line across the Applicants property, Lot 3, Con. 4 Tp. of Clarke. (File 15622).

Referred to the Board's Engineer for inspection and report.

2674. Consideration of the matter of the C.N.O. Ry. Co.'s subway at Division Street, Cobourg, Ont. (File 3878.43.)

Order made rescinding Order of the 17th of February, 1911, approving the detail plan of subway. Railway Company directed to file a new detail plan of subway showing a 5 foot cement walk on the west side, a 30-foot roadway, and elimination of all columns. See Order No. 13372.

2675. C.N.O. Ry. crossing between Lots 4 and 5 and gravelling of road at Stephen's Crossing. (File 3878.237).

No Order made, the Railway Company undertaking to remove the cause of complaint.

2676. Complaint of the Tp. of Darlington, County of Durham in regard to the C.N.O.R. Co.'s crossing at Manver's Road in the said township. (File 9437.557).

Matter referred to the Board's Engineer to report on when inspection is being made for opening for traffic.

2677. Complaint of the Tp. of Darlington in the County of Durham in respect of the C.N.O.R. crossing at Scugog Road in the said Township. (File 9437.658).

Matter referred to the Board's engineer to report on when inspection is being made for opening for traffic.

2678. Complaint of the Tp. of Darlington in the County of Durham relative to the ditch for taking water westward from Law's Pond hole on the line of the C.N.O. Ry. (File 16986.)

Matter referred to the Board's Engineer to report on when inspection is being made for opening for traffic.

2679. Complaint of the Tp. of Darlington in the County of Durham in regard to the crossing by the C.N.O.R. of road at Lot 21, Con. 3, in the Tp. of Darlington. (File 3878.56.)

No Order made, the Railway Company undertaking to grade properly the road diversion without delay.

2680. Complaint of the Tp. of Darlington regarding the crossing of the C.N.O. R. on Montgomery Road between Lots 24 and 25, Con. 4, Tp. of Darlington. (File 4878.50.)



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No order made, the Railway Company undertaking to put a railing at each side of the ditch at said crossing.

2681. Complaint of the Tp. of Darlington in the County of Durham respecting the C.N.O. Ry's crossing of road between Lots 28 and 29, Con. 4 in the said Township. (File 3878.57.)

No order made, the Railway Company undertaking to remove the cause of the complaint forthwith.

2682. Complaint of the Tp. of Darlington, County of Durham respecting the C. N.O.R. crossing of the public road between Lots 30 and 31, Con. 4, in the said Township. (File 3878.58.)

Referred to the Board's Engineer to report on when inspection is being made for opening for traffic.



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## APPENDIX "C".

SOME OF THE PRINCIPAL JUDGMENTS FROM MARCH 31, 1910 TO MARCH 31, 1911.

*Cottrell v. Canadian Pacific Railway Company.*

Judgment, Assistant Chief Commissioner Scott, May 4, 1910.

"Mr. Cottrell has a private warehouse in the City of Vancouver, at which the Canadian Pacific Railway Company delivered a car consigned to him by Messrs. W. V. Dawson & Company, of Montreal, Quebec.

After the car had been placed at the warehouse the company desired to inspect its contents, but Mr. Cottrell objected. The company then had the car removed to its freight sheds, and after inspection notified Mr. Cottrell that the car was on the team delivery track, from which point it was necessary for him to take delivery, and that delivery would not be made at his warehouse except upon the payment of the regular switching rate, which was wrongly quoted at \$6.00, but which under C. P. R. Tariff C. R. C. W. 1110 amounts to \$5.00. This was paid and the car was again delivered at the warehouse. Mr. Cottrell then made a complaint to the Board against the \$6.00 charge for switching or "new delivery," as it was described in a receipt given by the company's agent. He contended that it was inconvenient to him to have the inspection take place in his warehouse, that it should have taken place before delivery and that his private property should not be used for the purposes of the railway company. No answer was put in by the company, but at the hearing at Vancouver on October 27th, 1909, counsel for the company contended that the inspection of carloads in private warehouses was recognized in the classification and was a practice followed for the protection of shippers; that it was a saving of time and enabled the company to make quick delivery.

"At the hearing in Vancouver, the question of the proper place at which inspection should be made was discussed. The Board rendered no decision in this case at the time, but waited until the question of the proper point of inspection might be further considered. This question was set down for discussion by the railway companies under the jurisdiction of the Board, at our Traffic Sitting on January 18th last (File 13109), and after hearing what was said we came to the conclusion that no definite rule could be laid down as to the point at which inspection should take place."

That matter having been disposed of, I think some disposition should be made of the point raised by Mr. Cottrell, that is whether a railway company has the right to utilize a private warehouse for the inspection of carloads, and in the event of the consignee objecting whether it can charge the consignee an additional toll for switching the car to its sheds for inspection and then re-delivering it to the consignee.

This inspection is principally for the benefit of the railway company. It enables the company to satisfy itself that the freight carried has been properly classified and that the proper freight charges have been made. It does, of course, sometimes happen that inspection results in the reduction of the freight charges, but that is not the object of the inspection, and I imagine it does not in fact often occur. Sometimes by accident, through ignorance of the necessarily complicated classification and tariffs of the railway companies, and sometimes by design of an unscrupulous shipper goods are improperly described in a shipping bill. To guard against such errors and



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to see that it is getting all the freight charges it is entitled to collect, the railway company hauling a car lot has it inspected at whatever point is most convenient. Under sub-section 3 of section 400 of the Railway Act, the company has the right to make the inspection, but I do not think it has the right to use private property for that purpose, to the detriment or inconvenience of the owner. Of course it would be unreasonable for the consignee to object to a railway company sending its inspector to his warehouse to check over goods as they were being unloaded from a car or unpacked from bales or packing cases by the consignee or his agents. That was not what happened in Mr. Cottrell's case. But the railway companies inspectors should not be permitted to unload or partially unload a car into the warehouse of a consignee and examine its contents if it would inconvenience him or be detrimental to his business to have his warehouse used for that purpose at that time. And it naturally follows that, if a car which has been placed at a private warehouse or on a private siding is removed by a railway company for the purpose of inspection, it should be returned again to its former position without any toll for such movement being charged the consignee.

This is a case which doubtless will not often occur, but nevertheless since the Board has the matter now under consideration it might be well for a general order to issue covering the points I have mentioned so that they will be settled for the future.

Mr. Commissioner McLean concurred.

*Canadian Lumbermen's Association v. Grand Trunk and Canadian Pacific Railway Companies.*

The Lumbermen's Association applied for an Order disallowing the lumber tariffs of the Respondent Companies effective May 1st, 1908.

The answer of the respondents was that the tolls charged were as favourable as those charged by the railways in the United States and compared favourably with those charged on other building material.

Judgment, Assistant Chief Commissioner Scott, May 9, 1910.

"In its complaint dated December 29th, 1908, the Lumbermen's Association asked for the disallowance of the following special freight tariffs which had become effective May 1st, 1908:—

C. P. R. No. E 69 C.R.C., 1104.

G. T. R. No. C. F. 83 C. R. C. No. E. 1210.

C. N. Q. No. 116 C. R. C. No. 269.

C. N. O. No. 46 C. R. C. No. 76.

and requested the reinstatement of the tariffs in effect during the summer season of 1907, with such modifications as would remove errors, inconsistencies, and discriminations, without increasing any rates.

Subsequently, by a communication addressed to the Board, dated January 5th, 1909, the complaint against the Canadian Northern Ontario Railway Company was withdrawn. In their reply, the railway companies admitted that the numerous tariffs, with their burdensome supplements, which were in force prior to May 1st, 1908, contained many incongruities, and that they were inconveniently arranged and were perhaps puzzling to the public.

The railway companies further said, that in the revision and consolidation of the old tariffs into the tariffs now before us, no attempt at a uniform advance of rates was made and that increases, where necessary, were neither unreasonable in number nor burdensome in effect.

At the first hearing of the case, about a year ago, the railways took the position that it was not their intention materially to increase the rates, and that in endeavour-



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ing to secure a more perfect alignment of one rate with another under the new tariffs than had existed under the old—they had not on the whole made much, if any, increase in their revenues from the hauling of lumber. The complainants took issue with this statement, and it became incumbent upon the Board to decide whether under the whole tariff the lumbermen had to pay more for moving their lumber during the first twelve months of the new tariff, than they would have paid for the same movements of the same quantity of lumber, had the tariffs which were cancelled on the 1st May, 1908, remained effective for another year. The easiest way of securing evidence to determine this matter was to get statements from the railway companies of the actual lumber movements during a stated time and compute the revenue to the companies for such movements under such tariff, so that they could be compared. An adjournment for this purpose was then made.

The case was again taken up at the traffic sittings on the 21st September last. The statements above referred to were submitted; and it appeared that under the new tariffs the railways had earned about \$40,000 per annum more than under the old tariffs, on the same movements of lumber, on all shipments, both domestic and export. Of this \$40,000 increase, about \$15,000 went to the Grand Trunk Railway Company and about \$25,000 to the Canadian Pacific Railway Company. About 25 per cent of the increase was collected on cars of lumber for export.

In the opinion of the Board this \$40,000 amounted to a material increase. The Chief Commissioner in his oral judgment at that time used the following language (Evidence Vol. 91, page 10682):—

“We are, therefore not able to say that the \$15,000 increase in one case, and the \$25,000 increase in the other case, is not a matter of importance. On the contrary, we think it is. We think these sums are large. At the same time, we unhesitatingly accept the statement of the gentlemen who prepared these tariffs, that they were not preparing them with the intention of making these increases. I have already said that we think their efforts were well directed, their intentions good; that there was no ulterior motive, and that there was no intention of raising the receipts of the railway companies. But, at the same time, there is the result, and it is to that we must look. We think that the result shows that something was brought about that was not contemplated and intended. If that result can be achieved, if a tariff can be built of the kind indicated, so as to accomplish what the railway traffic men had in view, and at the same time avoid this result of increasing the rates to such an extent, then, as I have said, such a tariff must be prepared and put into effect.”

The matter was then referred to Mr. Hardwell to report whether a “tariff could be built up that would be fair between customers and free from the blemishes that the companies had endeavoured to get rid of, and at the same time preserve the revenues of the carriers without unreasonably increasing their earnings.

Up to this point, the question of the justification of the increases which had been made in some of the rates had not been considered by the Board. After the Chief Commissioner's oral judgment, on September 21st, we find the following in the proceedings, volume 91, page 10686:—

“MR. BEATTY: There is a point in the judgment of the Board which might possibly cause us difficulty. At the outset, are we to be permitted to justify the reasonableness of our present rates, both domestic and export. We have never had an opportunity of giving evidence on that. If the result should show that there is an advance of \$14,000 in one case and \$24,000 in another, can we not show that the rates which produced that result are reasonable.’

‘HON. MR. MABEE: I do not understand that that was the original issue. So far as I am concerned, I am quite willing to leave the field open for you to justify these as well as the export rates.’

‘MR. BIGGAR: I assume that a great deal would depend on Mr. Hardwell's report.’



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HON. MR. MABEE: I think so. If he cannot find any way of getting through the difficulty, we will have to do something else.'

After giving the matter very careful consideration and spending a great deal of time in investigating the whole situation, Mr. Hardwell in a report dated December 29th, 1909, gave the Board the benefit of his advice; and as a result, the Chief Commissioner in a memorandum dated January 20th, 1910, which was sent out to the parties interested, directed that there be a conference in Mr. Hardwell's office between representatives of the lumbermen and of the railway companies with a view to working out, if possible, certain proposals which Mr. Hardwell had made—the desire being to modify the tariffs so as to bring the revenues of the railway companies under the new tariffs down to approximately what they were under the old tariffs. The conference was held; and Mr. Hardwell, in a report to the Board, dated March 9th, refers to it as follows:

'Conformably to the Chief Commissioner's memorandum of the 20th January, an informal meeting was held in his office on the 15th ult., but it produced no helpful suggestions—Mr. Hawkins still wanted the old tariff; the railway representatives were not favourably impressed with my proposed scales, but thought time might be given them to ascertain their effect on the tonnage moved—a suggestion which, if adopted, would mean indefinite postponement.'

In the view I take of this matter, it is not now necessary to discuss the practicability or the impracticability of any scheme to reduce the revenues of the companies under the new tariffs down to what they were under the old tariffs, and at the same time do justice to all, prevent undue preference or discrimination, and keep out the anomalies which were one of the objectionable features of the old tariffs.

In a letter which the Chairman of the Canadian Freight Association wrote to the Board, after the conference of the 15th February, he said:

'If there be any question of restoring the old tariffs, which, as mentioned in the judgment, it was admitted contained inconsistencies and absurdities (Page 10679 of the evidence); or if any reduction in earning is contemplated under the tariffs previously in effect, the railways ask the privilege of showing that the present rates are not unreasonable, which right was reserved to them at the hearings (pages 10640, 10641 and 10664 of the evidence).'

It was then decided to give the railway companies an opportunity to justify the reasonableness of both the domestic and the export rates; and, for that purpose, the case was set down for April Traffic Sitzings of the Board, and all parties were notified accordingly.

As much more time has elapsed between the filing of the complaint and the final disposition of this case than is usual in cases brought before the Board, I have deemed it not inappropriate to give this short history of the proceedings that have taken place, to show that at no time has unreasonable delay been caused by anyone who has had anything to do with this matter.

Before dealing with the efforts of the railway companies to justify the increase in their lumber rates at the traffic sittings of the Board on the 19th of April last, let me point out that there was an admitted necessity for a revision of the tariffs as they existed prior to May 1st, 1908, that the rates in many instances were much lower than the average rates for other commodities for similar distances, and that the total increase of approximately \$40,000 per annum on domestic and export shipments over the two roads amounts to but 3.14% of the gross revenues from lumber movements earned by the companies during the first year of the new tariffs.

The railway companies' statements of the lumber traffic for four months show that 12,564 cars of lumber for domestic use moved during that period, or an estimated movement of 37,692 cars for the year. On these cars, the estimated increase for twelve months under the new tariffs was shown to be \$30,814.65, or an average of about eighty-two cents per car. As the average weight of this domestic lumber was



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39,879 lbs. per car, the average increase would be about one-fifth of a cent per 100 lbs. Taking the Grand Trunk figures alone, the average increase figures out less than one-eighth of a cent per 100 lbs.

The companies, in justification of their new lumber tariffs—(a) compared them with the tariffs of lumber carriers in the United States; (b) compared their rates on lumber with the rates on other building material, and the percentage of freight rate to the value of the one to that of the other; (c) established the very great increase in the value of lumber, and the comparatively small relative increase in the rates thereon during the ten years prior to the effective date of the new tariff; and (d) showed the increase in the cost of the maintenance and operation of railways during the same period of time, and especially that feature of it which is due to the increase in the price of ties and of the different kinds of lumber required in building cars.

I shall not attempt a review of all the evidence submitted; but I may point out a few features which impress me:—

(a) The railways showed over 20 rates on lumber in Kentucky and Tennessee, for distances varying from 28 to 273 miles; and compared them with Canadian lumber rates for similar distances. In no case, did a Canadian rate exceed the American rate; in many instances, the Canadian rates were lower. Of course, the cost of the maintenance and operation of railways and the volume of traffic moved in those States, as compared with similar items in Canada, would have to be gone into before any very reliable conclusion could be drawn from such a comparison; but I presume it is some evidence of the reasonableness of the Canadian rates.

(b) In their statements showing a comparison of values and rates on lumber and other building material, we find the following: The value of a carload containing 20 tons of hemlock lumber at Owen Sound, at \$14 per thousand, is \$186.60; the cost of hauling it to Toronto is \$32, which makes the freight charges 17% of the value of the commodity; the value of a car of 20 tons of coursing stone or of dimension stone at Owen Sound is \$100, and the freight charges to Toronto on the coursing is \$38, and on the dimension \$40—showing the freight to be 28% of the value in the case of the coursing, and 40% in the case of the dimension stone. Similar comparisons of the values of commodities from Penetang to Montreal show that the transportation charges bear the following percentages to the values of 20-ton carloads coursing stone 54%, dimension stone 72%, hemlock 26½%, spruce 25% and white pine 14%. Cement at Owen Sound is worth \$148.60 for 20-ton carload, hemlock \$186.60, spruce \$200, and white pine \$355.60. In each case, the freight charges to Toronto are \$32. The percentage of this charge to the value of the commodity is as follows: Cement 21½%, hemlock 17%, spruce 16% and white pine 9%. Similar comparisons of building brick and lime with lumber show practically similar results.

(c) In my opinion, the strongest evidence submitted by the companies in justification of the increased rates on lumber was the very large increase in the value of lumber during the past ten years. The value of the commodity hauled is an element that may properly be considered in rate-making. In general, the greater the value of the article, the greater the rate may be. There are, of course, many other elements to be considered in deciding on the reasonableness of a rate, which may in some cases outweigh the elements of increased value of the commodity.

Under this head, the railways give the following figures, showing the percentage increase in freight rates compared with the percentage increase in wholesale prices of lumber, taking the rate from Midland to Toronto as example:—



Commodities.	WHOLESALE PRICES PAID BY RAILWAYS AND PERCENTAGE INCREASES.						FREIGHT RATES PER 100 LBS., MIDLAND TO TORONTO.				FREIGHT RATE PERCENTAGE OF PRICES.			
	Actual prices per M. feet.				Percentage Increase.									
	'99.	'01.	'06.	'10.	1910 over 1906.	1910 over 1899.	'99.	'01.	'06.	'10.	'99.	'01.	'06.	'10.
	\$	\$	\$	\$	%	%								
Canada White Pine....	10	15	20	24	20	140	7½	7½	7½	8	20·2	13·5	10·1	9
" Spruce.....	9	12	14	15	7·1	66·6	7½	7½	7½	8	25	18·7	16	16
" Hemlock....	8	10	13	14	7·6	75	7½	7½	7½	8	28·1	22·5	17·3	17·1

A similar comparison is made with the export rate from Penetang to Montreal, as follows :—

Co modities.	WHOLESALE PRICES PAID BY RAILWAYS AND PERCENTAGE INCREASES.						FREIGHT RATES PER 100 LBS., PENETANG TO MONTREAL FOR EXPORT.				FREIGHT RATE PERCENTAGE OF PRICES.			
	Actual prices per M. feet.				Percentage Increase.									
	'99.	'01.	'06.	'10.	1910 over 1906.	1910 over 1899.	'99.	'01.	'06.	'10.	'99.	'01.	'06.	'10.
	\$	\$	\$	\$	%	%								
Canada White Pine....	10	15	20	24	20	140	10	10	10	12½	27	18	13·5	14
" Spruce.....	9	12	14	15	7·1	66·6	10	10	10	12½	33·3	25	21·4	25
" Hemlock.....	8	10	13	14	7·6	75	10	10	10	12½	37·5	30	23	26·8

The companies put in very voluminous statements showing the increase in the cost of maintenance and operation of their lines for the ten years following 1897. They were unable to give the increased carrying capacity of their trains during the same period which the lumbermen's counsel asked for; and the Statistical Branch of the Railways and Canals Department is unable to supply me with the information. The carrying capacity of trains must undoubtedly have increased considerably in the last ten years; and the volume of traffic moved by the railway is, of course, enormously greater than ten years ago. Nevertheless, taking the case of the rates on lumber alone, where the increase has been so small, it is fair to attach some importance to the large increase in the cost of maintaining and operating railways. Some of the figures submitted by the railways under this head are as follows:—



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	1897.	1907.	1908.	1909.
Cedar ties. ....	\$ 30	\$ 41	\$ 41	\$ 42
Oak ties.....	49	58	60	67
Rails per ton .....	18 05	30 54	30 54	30 54
Oak car timbers.....	16 00	26 00	23 00	23 00
Car sheeting.....	12 00	26 00	22 00	21 00
White pine plank .....	8 75	24 00	22 00	20 00
Pine car sills.....	17 00	28 00	21 00	22 00

	1898.	1907.	1908.	1909.
Average cost of box car. ....	\$434 75	\$ 760 20	\$ 860 00	\$ 775 00
Average cost of flat car.....	315 00	586 18		
Average cost of caboose.....	469 00	1,375 00	1,410 66	1,293 09

As a sample of the increase of wages in the car shops' the Grand Trunk Railway give the following figures at its Point St. Charles shop and Eastern Division out-stations:—

Average rate per hour :—	1900.	1907.	1908.	1909.
Blacksmiths .....	19 c.	22 6c.	22 6c.	22 7c.
Carpenters.....	16 7	19 2	19 9	19 9
Machinemen.....	14	15 7	15 7	16
Cleaners ...	12	14	14 9	15
Labourers .....	13	14 4	14 6	15

The wages of the men operating the trains have increased, as the following figures from one of the roads will show:—

Trainmen :	1898.	1903.	1909.
Average daily wage.....	\$1 81	\$2 28	\$2 53
Station and yard employees.....	1 28	1 42	1 63

The Grand Trunk put in a statement showing the increase in the rates of pay in its motive power department for all its lines in Canada, which shows.—

	1900.	1907.	1909.
Percentage of increase in wages paid enginemen over rate of wages paid in 1896..	6 6%	18 9%	29 6%
Other employees.....	4 3%	29 5%	36 7%

The average price of coal paid by the Grand Trunk at all points was as follows:—

		Percentage over the 1896 price.
1896 ..	\$1 75	
1901 ..	2 06	18
1905 ..	2 14	22%
1907 ..	2 19	25
1908 ..	2 22	27
1909 ..	2 19	25

The lumber men were not prepared to discuss the figures submitted by the companies, as they did not know beforehand what evidence would be submitted. I, however, believe the statements put in by the companies to be true in fact; and, therefore, even if the lumbermen had had previous notice of the character of the evidence to be submitted, I do not think it would have made any material difference.

Very elaborate and carefully prepared statements were submitted by the lumbermen to show that the lumber rate per ton per mile between many points greatly exceeded the average rate per ton per mile on the total of freight movements in



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Canada. Taking the general average rate per ton per mile as a basis of comparison, we find that there are a number of individual rates in the new tariffs which appear, without explanation, to be excessive; but, as I understand it, this inquiry is into the reasonableness of the new tariffs as a whole and not into the reasonableness or unreasonableness of each individual rate taken separately.

Speaking generally then of the new tariffs as a whole, I am of the opinion that the railway companies have succeeded in justifying the increases they show in rates on lumber for domestic use; and that, in so far as the domestic rates are concerned, the tariffs should remain effective and the application be dismissed.

Unjust discrimination or undue or unreasonable preferencenes may exist in these new tariffs; and the decision in this matter will not preclude anyone, who thinks himself aggrieved, from laying a complaint against any individual rate in the tariffs, which complaint will be carefully considered by the Board. The attack in this case was made on the tariffs as a whole; and, in my opinion, that attack in so far as it relates to the domestic rates, has failed. At the sittings in September last, I asked Mr. Orde if he contended that the present tariff discriminated in favour of some points as against others; and I quote his reply (Evidence, Vol. 91, page 10678) as follows:—

“We have not gone into that. I do not think the question of discrimination has ever been considered. It is very hard in my judgment to tell what discriminataion really means, because it is apparent to one who is not very familiar with these tariffs, that all these tariffs cannot be squared to any mileage basis. They only approximate towards a mileage basis; local conditions and competitive conditions and one thing or another bring about lower rates between certain points, and it is hard to say whether it is discrimination or not. I am not pretending that the present tariff is discriminatory in any respect or that the old tariff was, in the sense in which the word discrimination is used. There may have been certain individual cases of discrimination which came to the surface at the time; I suppose that is what brought about the larger number of supplementaries.”

The justification of the domestic rates carries with it, to some extent, the justification of an increase in the rates for export, but it does not justify a greater percentage of increase of the new export rates over the old than has been made in the domestic rates from the same points, nor does it justify the action of the companies in abolishing the differences which existed between the domestic rates to Montreal and the export rates to that point. One reason for doing away with the lower rate to Montreal for export given by the railway companies, is the fact that they must now pay the Harbour Commissioners a rate of \$2.50 per car for switching, which they had not to pay when they performed that service themselves. This is quite true; but that service must have cost them something. I do not think they told us what it cost them; but it is not unfair to assume that it must have been somewhat near the amount charged for the service by the Harbour Commissioners. The statements put in in September show an average increase in the rates per car for export on the Grand Trunk of \$3.98, and on the Canadian Pacific Railway of \$2.86, in my opinion this has not been justified. It is a much greater increase than in the case of the domestic rates. Furthermore, the fact that the companies maintained for many years export rates to Montreal which were considerably lower than the domestic rates to that port, creates a presumption that such a condition was reasonable, which has not been rebutted by the companies.

Export rates lower than domestic rates are maintained to other Atlantic ports and I see no reason why Montreal should not receive a similar advantage.

In my opinion, the Companies should re-establish export rates to Montreal which will, on the whole, be lower than the domestic rates; and I think they should be ordered to file tariffs for that purpose within a reasonable time.

MR. COMMISSIONER MILLS Concurred.



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By Order of the Board No. 10528, dated April 19th, 1910, the application, in so far as it affected the rates in the said tariffs on lumber for domestic use, was dismissed, and the respondent railway companies were directed to publish and file tariffs to be made effective not later than June 15th, 1910, showing 'rates on lumber to Montreal for export which in general shall be lower than the rates on lumber to Montreal which appeared in the above mentioned tariffs.'

Complaint was made to the Board that the companies had failed to comply with the requirements of the said Order No. 10528.

Judgment, Assistant Chief Commissioner Scott, dated October 5th, 1910.

"Order No. 10528, dated 19th April last. (see 10 Can. Ry. Cas. 306) required the railway companies to file tariffs to be made effective on the 15th June last, showing rates on lumber to Montreal for export "which in general shall be lower than the rates on lumber to Montreal" which appear in certain tariffs mentioned in the order. The railway companies filed export tariffs which are now attacked by the lumber interests, on the ground that they do not comply with the order above mentioned. The railway companies submit that the tariffs referred to do comply with the order; and after the hearing of all the parties interested at considerable length, at our Traffic Sittings on the 20th September last, it is now the duty of the Board to say whether the tariffs filed by the railway companies do comply with the requirements of the order.

The difficulty has arisen in the different interpretation put upon the words "in general" by the different parties interested. I put these words in the order intentionally, because I felt that the Board while requiring the railway companies to have a lower export rate than a domestic rate, on lumber, could not fairly require the railways to have the export rate so many points lower than the domestic rate in every case, notwithstanding the fact that the old domestic and export rates in certain individual cases may, or may not, have been reasonable.

It appeared at the hearing that the export rates now in dispute between the parties were those from the Ottawa district and from certain points in the Province of Quebec. The old domestic rate was proportionately lower than some of the other rates in the province; the explanation being that it was made so on account of water competition. Generally speaking, the old export rate from the Ottawa territory was one cent lower than the old domestic rate. Under the new tariff this difference has been abolished, and the export rate and domestic rate in the Ottawa district are made the same, except in the case of Cache Bay and Lachute, where the export rate is one cent and one-half cent respectively, lower than the domestic rate. In my opinion the rates from the Ottawa district are low in comparison with other rates, and therefore I do not think it reasonable while the domestic rate is maintained as it is to require the railway companies to have a still lower rate for export.

This does not, however, apply to the points in the Province of Quebec which are not controlled by the Ottawa River water competition. The explanation of the railway companies for not giving a lower export rate in these cases is that they are controlled by the market conditions in Montreal which are regulated by the shipments from the Ottawa territory. I am not, however, satisfied that that is a sufficient reason to permit the railway companies to depart from the general intention of the order. I therefore think, that while the Ottawa territory export rates should not be disturbed, the export rates from the points in the Province of Quebec, north and east of Montreal, which are not affected by the water competition of the Ottawa River, should be reduced so that the same difference may exist between the present domestic rates and the rates for export as existed between the old domestic and the export rates.

MR. COMMISSIONER MILLS Concurred.

By Order No. 12301, dated September 20th, 1910, the respondent companies were directed to publish and file tariffs to be made effective not later than January first, 1911, reducing the export rates to Montreal on lumber from points in the Province of



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Quebec north and east of the City of Montreal, so that the same difference shall exist between the present domestic rates on lumber to Montreal and the said rates for export as existed between the old domestic rates and the old rates for export.

# MONTREAL BOARD OF TRADE V. GRAND TRUNK AND CANADIAN PACIFIC RAILWAY COMPANIES.

This was an application for an Order directing the respondent companies to equalize their tolls on shipments of grain from Lake Huron and Georgian Bay elevators to interior points in Ontario and Quebec, with those charged from Montreal to the same points.

Judgment, Mr. Commissioner Mills, May 18th, 1910.

"In this case, the Montreal Board of Trade, under section 323 of the Railway Act, has applied for an Order directing the C.P.R. and G.T.R. Companies to publish tariffs covering rates on wheat, oats and barley, in carloads, "ex-water", from Montreal to points in the provinces of Ontario and Quebec, on the same mileage basis as is in force on wheat, oats and barley, carloads, "ex-lake", from Goderich Bay elevator ports—Owen Sound, Midland, Tiffin etc.—to points in the Province of Ontario.

The tariffs now in force on wheat oats, barley, etc. "ex-lake" (from Lake Erie, Lake Huron, and Georgian Bay elevators) are:

Grand Trunk Railway System O.K. 58, C.R.C. No. E. 1087.

Canadian Pacific Railway No. E. 836, C.R.C. No. E. 1255, and No. E. 748, C.R.C. No. E. 1167.

At present there are two mileage tariffs on wheat, oats, barley, etc. in the Province of Ontario—one for the domestic grain traffic and the other on wheat, oats, barley, etc., "ex-lake", that is, shipped from Lake Erie, Lake Huron and Georgian Bay elevators, the latter being on a lower basis than the former for distances over 50 miles. There is nothing lower than the domestic rates on "ex-water" grain shipped from Montreal. On such grain, that is grain which is carried to Montreal by boat, the shipper has to pay the domestic, or local, rates to points in Ontario and Quebec; and the applicant Board of Trade asks that the mileage rates on wheat, oats, and barley "ex-water" at Montreal, be made the same for all distances from the boat or elevator at Montreal to points in Ontario and Quebec as from the boat or elevator at Port Colborne, Goderich, or any of the Georgian Bay ports to points in Ontario.

The respondent railway "companies" carry wheat, oats, and barley; "ex-lake", from their elevators on Lake Huron and the Georgian Bay to Montreal and points west thereof under special tariffs. The rates published in the Grand Trunk's mileage tariff are shown in column 'A' in the sub-joined table. It will be observed that the scaling stops at 325 miles, beyond which the maximum rate is 10 cents per 100 lbs. These tariffs are not described as 'competitive' or 'proportional' tariffs; and the rates in these tariffs are the rates which the applicant Board of Trade desires on western grain 'ex-water,' when shipped from Montreal to points in Ontario and Quebec.—Chief Traffic Officer.

"Column 'B' of the sub-joined tables gives the local, unconditional mileage rates on grain grown in Ontario and Quebec and shipped under ordinary conditions; and these are the rates charged by the companies on grain received from vessels in the port of Montreal and shipped from Montreal to points in Ontario and Quebec."—Chief Traffic Officer.

The contention of the companies is two-fold—

(1) That the grain route from the West via Lake Huron and Georgian Bay ports "is an established through route, recognized by the carriers both by rail and water, and has been so used by the grain trade ever since the movement of grain from Manitoba commenced." This is no doubt true; but the failure to recognize



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the route through the port of Kingston was the subject of a former complaint, and the crux in the present application is the failure to recognize the route through the port of Montreal; and the latter is undoubtedly a matter of some importance, in view of the fact that during the 1909 season of navigation over  $3\frac{1}{2}$  million bushels of oats from the Western Provinces were shipped to and delivered at the port of Montreal.

(2) That the 10-cent rate to Montreal (Column "A") is a competitive rate made for the purpose of competing with the all-water route to that port, and that by making this the maximum rate to intermediate points and scaling it back until it meets the local Ontario rates (column "B"), the companies give inland points to benefit (more or less) of the water competition back to all points over 50 miles distant from the lake port, although the actual competition is only at Montreal.—Chief Traffic Officer.

If this statement did not admit of limitation or qualification, it would be a strong argument in support of the position taken by the companies; but, as the Chief Traffic Officer of the Board points out, it must be borne in mind that the present "ex-lake" scale was in force years before the present scale on local grain went into force; and, therefore, the present local rate could not have been a factor in the making of the "ex-lake" rate,—the "ex-lake" rate (column "A") was made when the old local mileage rate (column "C") was in force; and the former was lower than the latter throughout the whole distance of 500 miles.

"The companies have a third mileage tariff (column 'D') which applies on grain for milling purposes—a tariff that has been in force for many years; and a glance thereat will show that it is identical—with the ex-lake column 'A' for all distances up to 325 miles, beyond which the ex-lake 10-cent rate has been made the competitive maximum as explained. It is fairly evident, therefore, that it was this "milling" scale that was first applied to ex-lake grain; and if this is so, the argument as to a competitive basis (except as to the 10-cent maximum) seems to fail. In support of this view, the tariffs show that some years ago no separate ex-lake tariff was published, the ex-lake rates having been the same as the "milling" rates—in fact the same tariff covered both, and this was the case before the old column "C" local rates were published—showing, again, that the latter cannot have had any part in the framing of the ex-lake tariff. Confirmation of this is added by the ex-lake tariff of the Canadian Pacific, which, instead, of casting the rates in mileage form as in the Grand Trunk tariff, shows specific rates,—except to points in Western Ontario, for rates to which the company refers its agents to the 'milling' tariff."—The Chief Traffic Officer.

"The maximum one-company haul from Montreal to points in the Province of Quebec is only 182 miles (Megantic); and as the Georgian Bay tariff is not in any sense competitive until it reaches a distance of 325 miles, it follows that if the Georgian Bay tariff is applied from Montreal, the portion which may be regarded as competitive will not be called into play, and no unfairness to the companies will result."—The Chief Traffic Officer.

Hence, in the language of the Chief Traffic Officer, I submit that "the only logical and practicable solution" of the problem "is to make the Georgian Bay mileage tariff a general one ex-lake grain, to be applied from Kingston, Montreal, and other additional ports (if any) at which western grain is or can be transferred from vessel to rail, and leave the different ports to compete on their merits."

It is stated that the Grand Trunk ex-lake tariff governs on western grain "for milling-in-transit and reshipment," and that the grain referred to by the applicant Board is not milled in transit; but the C. P. R. tariff has no such limitation and, as the Grand Trunk makes an extra charge of 2 cents per 100 lbs. for the milling-in-transit privilege, its limitation may be disregarded. The earlier tariffs, as already stated, applied the Ontario "milling" rates on ex-lake grain, and the ex-lake rates were not confined to grain which was to be milled in transit.



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Therefore, my opinion is that an order should go in accordance with the suggestions of the Chief Traffic Officer, as follows:

1. The rates of the Grand Trunk and Canadian Pacific Railway Companies on ex-lake western grain carried from lake or river ports to points on the lines of the said companies in the Provinces of Ontario and Quebec, shall be the same for equivalent distances from all lake and river ports at which facilities exist for the transshipment of the said grain from vessels to cars between Depot Harbour and Montreal, inclusive; and shall include the cost of like services at all such ports of transshipment and at all points of destination, whenever the said cost is included in the rate or rates at one or more port or ports of transshipment, or at one or more point or points of destination; and to points off the lines of the said companies to which joint rates are made by the addition of "arbitraries," the said arbitraries shall be the same on shipments from all the said ports of transshipment.

2. On such grain transhipped at ports west of Montreal, destined to points west of Montreal and to which through rates are based on arbitraries, the western portion of the said rates shall be based on St. Henri mileage in the case of the Grand Trunk, and on Outremont mileage in the case of the Canadian Pacific.

3. The Grand Trunk and Canadian Pacific Railway Companies shall give effect to sections 1 and 2 of this order by publishing and filing special tariffs to take effect not later than June 13th, 1910.

The table referred to herein is as follows:—

	A	B	C	D
	Ex-Lake.	Pres. Local.	Old Local.	Milling-in Transit.
Not over 5 miles..	3	2½	3	2½
10	3½	2½	3½	2½
15	3	3	4	3
20	3	3	4½	3
30	4	4	5	4
40	4	4	6	4
50	4	4	7	4
60	4½	5	7½	4½
70	4½	5	8	4½
75	4½	5		4½
100	5	6		5
125	5½	7		5½
150	6	8		6
175	6½	9		6½
200	7	9	14	7
225	7½	10		7½
250	8	10		8
275	8½	11		8½
300	9	11	17½	9
325	10	12	18	10
350	10	12	19	11
375	10	13	19½	12
400	10	13	20	13
450	10	14	21	14
500	10	15	23	15

A.—Wheat, oats, and barley, "ex-lake", to Montreal and points west, which applicants want from Montreal, "ex-water."

B.—Local unconditional rates on grain and grain products in Ontario and Quebec,—also applied from Montreal, "ex-water."

C.—Local unconditional rates on grain in Ontario and Quebec prior to May 10, 1905.

D.—Ontario and Quebec local grain "for milling" and reshipment of products. Chief Commissioner Mabee and Mr. Commissioner McLean concurred.



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*Galbraith Coal Company v Canadian Pacific Railway Company.*

The complaint was that the tolls charged by the respondent company on coal both east and westbound from Lundbreck unjustly discriminated against and in favour of Lethbridge.

Judgment, Mr. Commissioner McLean, June 13, 1910.

The Galbraith Coal Co. of Spokane, Washington, has collieries at Lundbreck, Alberta. It is complained that the coal rates both east and westbound from Lundbreck discriminate against it and in favour of Lethbridge, Alberta, which is seventy-four miles east of Lundbreck.

The phase of the complaint concerned with the eastbound situation may first be considered. This phase of the complaint arises out of the Canadian Pacific Railway's Special Coal and Coke Tariff, C.R.C., No. W. 1296, of October 4th, 1909, which superseded Tariff C.R.C., No. W. 713. The latter tariff was admittedly built up on a series of more or less arbitrary compromises. The railway had in the first place to take care of coal movements out from Lethbridge. Then as coal mining and shipping points developed, these were taken care of by treating Lethbridge as a basing point and giving these new shipping points arbitraries over or under the Lethbridge rate according to their location. As a result of the complexities arising out of this situation and the complaints both of shippers and consumers, the railway put in the new tariff some phases of which are attacked. In framing this new tariff the railway took the Alberta standard tariff and a special tariff basis based on the mileage rate on 10th class, the class in which coal is contained, was worked out as follows:—

100 miles and less	.. .. .	66 per cent of 10th class.
200	" .. .. .	64 " " "
300	" .. .. .	63 " " "
400	" .. .. .	62 " " "
500	" .. .. .	61 " " "
600	" .. .. .	60 " " "
700	" .. .. .	59 " " "
800	" .. .. .	58 " " "
1,000	" .. .. .	51 " " "

It will be seen that the rates are tapered on the long hauls, thus giving a ton mile rate inversely proportional to distance.

This mileage tariff, is however, modified by the introduction of a grouping comprising six groups. The groups with which the particular complaint before the Board is concerned are the Lethbridge group and the Coleman group. The essential facts concerning these may be summarized as follows:—

*Lethbridge group* (Grassy Lake to Lethbridge, fifty miles, inclusive).

Eastern point, Grassy Lake, western point, Lethbridge.

Number of points in group, 6.

Lethbridge is 74 miles east of Lundbreck.

*Coleman group* (Lundbreck to Coleman, 19 miles, inclusive, east of the divide i.e., where mountain mileage begins).

Eastern point, Lundbreck, western point, Coleman.

Number of points in group, 8.

Mr. Lanigan stated in evidence that it was found that when the rates were worked out on the basis of the percentage mileage scale: "It made too radical a difference to a great many consuming points, as between miles located in what was practically the same group of mines. You will notice, therefore, that it was necessary to divide the mines up into groups, mines shipping practically the same character of products in the same direction. The grouping was based on first the proximity of



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these mines to each other, and secondly, such physical difficulties in the way of mileage, gradients or anything of that kind that existed." (Evidence, Vol. 96, p. 14281.)

Apparently this recognition of common conditions would have been carried to its logical conclusion if there had been adopted a thorough going system of group rating under which the mines in a given group situated in a condition of substantial similarity in regard to quality of coal, costs of mining, transportation, points of consumption, and market competition would have been covered by a group rate. It was in the discretion of the railway to make such an arrangement, subject to such challenge as might be directed against it. This matter need not, however, engage further attention as the facts are not before the Board to show that this would have been fair to the railway in respect of groups of such dimensions and under the existing traffic conditions.

The grouping principle here applied is in reality limited to movements exceeding 100 miles. In the case of such movements the most easterly point of the group was taken as a basing point in the case of the eastbound movement. On westbound movements to points in Alberta and British Columbia the most westerly point in the group was taken as a basing point. Shipments to points less than 100 miles from the basing points pay mileage.

To points 100 miles and over from basing points the mileage rates as indicated above are modified by a system of differences which is set out in the next paragraph.

The differences were worked out according to a complicated method which is set out in the tariffs and with the complexities of which we are not concerned. The differences are as follows:—

10 miles over basing point, same rate as basing point.						
20	"	"	"	10c.	per net ton over basing point.	
30	"	"	"	25c.	"	"
40	"	"	"	25c.	"	"
50	"	"	"	25c.	"	"
60	"	"	"	25c.	"	"

In the case of the Lethbridge group, the only one before us embracing a distance so great as 50 miles, this system works out as follows: Grassy Lake is the most easterly point in the group. On eastbound movements of coal it pays a rate based on mileage. Lethbridge, the most westerly point in the group has its rate held down by the 25c. difference, so that on eastbound coal instead of paying mileage it has, subject to what has been said above, a maximum of Grassy Lake mileage plus 25c.

While Mr. Laidlaw, who appeared for the Galbraith Coal Company, stated the hitherto existing differential of from 10 to 15 cents per ton enjoyed by Lethbridge had been increased to from 40 to 50 cents per ton, the essence of his complaint was not an attack on the reasonableness of the rate per se. but a complaint of relative rates.

Points west of Lundbreck in the Coleman group have their rates down by their basing point. Burmiss and Passeburg are respectively seven and nine miles west of Lundbreck and they therefore take the Lundbreck rate. On the other hand the remaining five points in the group fall within a distance of from 12 to 19 miles west of the basing point, and consequently take as a maximum the Lundbreck mileage rate plus 10 cents per ton. Lundbreck is seventy-four miles west of Lethbridge. It therefore has to meet the disadvantage of its geographical situation.

It does not appear in evidence what quality of coal is produced at the points in the Coleman group, other than Lundbreck. It is stated that so far as the mines west of Lethbridge are concerned the only real competition is between Lundbreck and Lethbridge.



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".....the Galbraith mine is not a large mine; our capacity is between 200 and 300 tons a day under favourable conditions. The Lethbridge coal is of a superior quality, lower in ash and the Galbraith coal is the only domestic coal mine west of Lethbridge; the others are bituminous or steam coal, and we are handicapped by having a higher percentage of ash....." (Evidence of Mr. Laidlaw, vol. 96, p. 14271.)

In arranging the tariff, while the railway had to recognize that the Lundbreck coal and the Lethbridge coal competed in common markets, it does not follow that the rate should be so adjusted as to off-set the natural disadvantage in point of quality which characterizes the Lundbreck coal. That is something for which the railway is in no way responsible and which must be taken care of by the coal company itself.

The percentage scale on which the tariff is worked out is not attacked as unreasonable, nor is there anything before us to show that it is unreasonable. It has not been suggested that the modified grouping system made use of is unreasonable. It is true that prior to the putting in of tariff C. R. C. No. W. 713, the Lundbreck rates eastbound were lower. It is, however, abundantly evident that these rates were part of a system which could hardly be dignified as having even a rule of thumb basis. It is further apparent that the company has made a careful attempt in its new tariff to take care of the various conditions arising. After due consideration of the various phases of the matter, there is no conclusion other than that the allegation of discrimination is disproved. While the allegation of discrimination fails, there are various matters which require either explanation or correction.

The setting forth of some of the apparent anomalies in the tariff will be of value. Lethbridge would pay on mileage \$3.65 to Broadview, while Lundbreck would pay on mileage \$3.95 to the same point. The Grassy Lake mileage, however, holds down the Lethbridge rate to \$3.55. By some departure from the basis, the reason for which is not before us, Lundbreck in fact pays according to tariff \$4.10.

It developed in the hearing that in some cases the break in the rate from one mileage to another worked a hardship. Mr. Laidlaw complained in a statement filed, that while the rate from Lundbreck to Macleod, a distance of forty-one miles, was \$1.05, from Lethbridge to Macleod a distance of 37 miles it was 90 cents. There is some dispute about the mileage. Mr. Lanigan claimed that the latter distance was 39 miles and the rate 97 cents. Regardless of this dispute about mileages, it is admitted by Mr. Lanigan that such a considerable difference in rate on such a slight mileage difference is an anomaly. This is due to a too rigid adherence to mileage, arising from the fact that on the 10th class the break from the 7c. to 8c. per 100 pounds comes at 40 miles. Mr. Lanigan's position in this matter is made clear from the evidence:—

"Mr. Lanigan....I admit that on my attention being called to it, and considering the insignificant distance there was between the two, and this apart from the breaking of the different sets of mileage, I admit that I would have made the same rate to Macleod from both places."

Mr. COMMISSIONER McLEAN—"Would it not be better to make the rate break at the last in the group, rather than make it break midway; that seems to be the more satisfactory way?"

Mr. LANIGAN—"We would not have thought of it for a minute, but in preparing rates to 548 stations, it is very easy for a tariff man to make a slip of that kind at some point where the mileages break into a different group." (Evidence, Vol. 96, p. 14277.)

This grievance was brought to Mr. Lanigan's attention for the first time when the application was made. The Board has not before it any evidence that any other such conditions exist, although it is admitted that they may. Where complaints



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arise it stands to reason that in common fairness they should first be brought to the attention of the railway and not precipitated on the Board without a preliminary attempt having been made by the parties to settle the matter.

It was admitted by Mr. Lanigan that there might be clerical errors in the working out of the rates. The tariff has been in force only a comparatively short time. In this tariff there are some 38 shipping points and 548 destinations involved. It is not the work of the Board to check through tariffs to see that they are in every case according to the basis laid down. It is the obligation of the railway to adhere to the basis or justify departures therefrom. For the Board's information some checking has been done which justifies Mr. Lanigan's admissions as to the possibility of clerical errors. For example, the Chief Traffic Officer shows the following:—

Lethbridge to Medicine Hat is \$1.60, should be \$1.80.

Lethbridge to Outlook is \$3.45, should be \$3.55.

Lundbreck to Broadview is \$4.10, should be \$3.95.

It may readily be that similar discrepancies will be found when other points are checked. Grassy Lake does not appear to be on its proper mileage in all cases. For example, Griswold, a distance of 548 miles should by basis be \$3.85; the tariff is \$3.95.

The railway should within three months from the issuance of this judgment thoroughly check its tariff and either explain or justify to the Board any departures from the basis of rates it has established. Anomalies arising from a too rigid adherence to mileage, thereby causing a sudden break in the rate where, as in the case of shipments from Lundbreck and Lethbridge to a common destination, the distances in mileages as between shipping points is slight should also be corrected within three months from the issuance of this judgment. Copies of this judgment will go to the different mining companies in the groups covered by the tariff. If the parties interested under this tariff have any grievances arising from departures from the tariff basis or from a too rigid adherence to mileage as indicated above, they should bring their complaints before the railway. In view of Mr. Lanigan's representation as to the tariff and his undertaking as to its correction, no order in this phase of the matter need at present issue.

When the complaint regarding rates westbound was presented, Mr. Lanigan stated that since this tariff had been put in before he was connected with the Western section of the railroad he was unable to state the basis. A subsequent communication of his to the Board showed that the westbound rates had been built up on Fernie as the eastbound rates had been built up on Lethbridge. The original tariff effective November 9th, 1898, was published from Fernie on the following general basis:—

Up to	25	miles	3c.	per ton	per mile.
25 miles to	50	"	2½c.	"	"
50	"	75	"	2c.	"
75	"	100	"	1½c.	"
100	"	150	"	1½c.	"
150	"	200	"	1½c.	"
200	"	225	"	1c.	"

From time to time other mining points were added and these were put on the Fernie basis plus maximum differences per ton.

It appears that in this territory the rate from Lethbridge to Cranbrook, a distance of 200 miles, is \$2.30; while from Lundbreck to the same destination, a distance less by 74 miles the rate is \$2.25, a difference which does not adequately recognize the geographical situation of Lundbreck. It has further to be noted that the entire territory west of Cranbrook, some 570 miles, is blanketed at equal rates for the two shipping points above mentioned. Such differences in treatment as between the east-



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bound and westbound movements are not defensible. The railway should, within three months from the issuance of the Order making this judgment effective, revise and re-issue its special tariff rates on coal and coke from the shipping points on its Lethbridge, Crow's Nest and Cranbrook sections, to points west thereof, so as to place the said rates on a reasonable basis relatively to the special tariff rates on coal and coke at present in force, or as they may be reduced, from Lethbridge.

Assistant Chief Commissioner Scott concurred.

*Conrad v. White Pass & Yukon Railway Company.*

The complaint was against the respondent for charging excessive tolls.

Judgment, Chief Commissioner Mabey, September 12, 1910.

The applicant through his solicitor filed a formal complaint as follows:—

“Toronto, June 13th, 1910.

“A. D. Cartwright, Esq.,

“Secretary, Railway Commission,

“Ottawa, Ont.

*“Re White Pass & Yukon Railway and Conrad Mines.*

“Dear Sir,—At the request of Colonel Conrad and his associates we desire to bring before the notice of the Railway Commissioners the excessive rates which are being charged on ores shipped from Carcross to Skagway, and on mining machinery and camp supplies shipped from Skagway to Carcross, a distance of about sixty miles. The rates which are being exacted at present are so excessive that unless relief is obtained it will be necessary to close down the mines. There is on file in the department a letter from Mr. Graves, president of the railway company, to Colonel J. H. Conrad, in which the rates proposed to be charged by the company are stated; but these rates are excessive, and the rates at present charged are greatly in excess even of the rates mentioned in the letter referred to although the haul contemplated by the letter was from Skagway to White Horse, which is almost double the distance from Skagway to Carcross.

“There is a very large tonnage of ore now in sight available for shipment, and evidence that a very large tonnage will continuously be supplied, and nothing but the existing prohibitive freight rates prevent the mines being worked upon a very large scale, and we would ask that the Board make an order fixing the rate for ore shipped from Carcross, or a point on railway adjacent to the mines to a point on the railway at Skagway, from which ore will be loaded in ocean vessels, and also for all mining machinery and supplies, including coal, coke, powder, dynamite, etc., shipped from Skagway to Carcross, or adjacent point on the railway nearest the mines.

“Believing that the rates mentioned in Mr. Graves' letter filed at the hearing, are much in excess of other rates upon railways of like conditions, we would ask that the rates be lowered to a reasonable charge and that we then be given the lower rate proportionate to the mileage haul.

“As all the evidence bearing upon the question is before the Commission, we trust that they will be able to deal with the matter at an early date, as our clients are suffering greatly from the excessive rates exacted by the railway.

“(Sgd.) Beatty, Blackstock, Fasken & Chadwick.”

Prior to the filing of this complaint with the Board, and on June 1st, 1909, the applicant at a sitting held in Toronto, appeared and produced a letter signed by the president of the White Pass & Yukon Route in the following terms:—



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“ Dear Sir,—As soon as you have, during the summer of 1904, developed to our satisfaction based on the examination of competent mining men a sufficient ore body of commercial value on the “Arctic Chief” group of claims near White Horse and have made an agreement to push further development continuously and to erect during the summer of 1905 a smelter of sufficient capacity to treat such ore, we will put in a spur track to the “Arctic Chief” group of mines and make rates as follows:—

On coal and coke from Skagway to the said mine or smelter, per ton. . . . .	\$2 50
On ore, matte, or concentrates, from the said mine or or smelter to Skagway, per ton. . . . .	2 00

Such rates to be good until the smelter ceases to be continuously operated from causes other than general strike or breakdown, or other cause beyond control. At the expiration of three years from the completion of the spur track the above rates to be open to revision.

“Construction and mine material, not exceeding 500 tons, haulage charge, Skagway to the mine, \$2.50 per ton.”

When the complaint was made at the Toronto sittings, the question of the jurisdiction of the Board over the White Pass & Yukon route had not been determined, indeed it had not been argued, so the consideration of this complaint stood in abeyance until that matter could be disposed of. By a judgment given on the 14th day of June, 1909, for the reasons then appearing, it was held that the respondent was subject to the jurisdiction of the Board. Prior to that judgment tariffs had not been filed, by the order made the respondents, the British Yukon Railway Company, the British Columbia Yukon Railway Company, the British & Arctic Railway & Navigation Company, and the White Pass & Yukon Railway Company, were required, pursuant to the Railway Act, to file (1) tariff of the companies’ tolls covering all through traffic received at Skagway and destined to White Horse or to any intermediate point or points between the international boundary line between Alaska and British Columbia, upon the line of railway and White Horse, (2) covering all through traffic received at any point or points upon the railway line between White Horse and the said international boundary and destined to Skagway.” Tariffs were filed in accordance with the above direction, effective October 15th, 1909; these provided for the rates upon ore and concentrates, bulked or sacked, value not exceeding \$50 per ton, minimum 20,000 lbs. per car, from Caribou to Skagway, \$3.50 per ton, Robinson to Skagway, \$3.65, and from White Horse, \$3.75.

At the time the matter came up in Toronto the applicant had served no formal complaint upon the respondents, so it was impossible to deal finally with the case; since the question of jurisdiction was disposed of the formal complaint was filed and the railway companies have had the opportunity of fully presenting their views, and of cross-examinig the applicant.

At the hearing in Vancouver on September 7th, 1910, it appeared that the following contract had been entered into by the parties appearing thereto:—

“Memorandum of Agreement made this 21st day of March, 1910, between the Pacific & Arctic Railway & Navigation Company, of the first part; the British Yukon Railway Company, of the second part, and the Atlas Mining Company, of the third part.

“Whereas it was agreed between the parties of the second and third parts and R. K. Neil and W. D. Greenough, that in consideration of their proceeding to organize the said Atlas Mining Company, and to enter into a contract on its behalf for the purchase of the Pueblo Mine in the White Horse District Y.T., and further consideration that the said mining company should without delay proceed to put the said mine upon a shipping basis said British Yukon Railway Company should, on its part,



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extend its railway to the said mine and said parties of the first and second parts should enter into a contract for the carriage of the ore from the said mine to Skagway, Alaska, and for the loading of the same into ships, upon the terms and conditions following:—

“And whereas it was further agreed that the said mining company should arrange for the control and development of such other mining properties in the said district as seemed to it desirable, and should have the right to ship ores from any of such other properties upon the said terms and conditions.

“And whereas in pursuance of the said arrangement the said R. K. Neil and W. D. Greenough have organized said Atlas Mining Company, and entered into a contract for the purchase of the said Publo mine on its behalf, and the said mining company has arranged to put the said mine upon a shipping basis and the British Yukon railway has arranged to extend its railway to the said mine.

“Now, therefore, in consideration of the premises and the agreements aforesaid, and of the mutual covenants and agreements herein expressed—

“This agreement witnesseth:—

“1. This agreement shall continue for the term of five (5) years from the date hereof.

“2. Subject to clauses six (6), seven (7) and eight (8), the said mining company agrees to ship, and the railway companies agree to carry to Skagway from the mines in the White Horse district controlled by the said mining company, a daily minimum ore tonnage as follows, viz.:—

“During 1910, two hundred (200) tons from the time the track reaches the said Publo mine.

“During 1911, three hundred (300) tons.

“During 1912, and thereafter five hundred (500) tons.

“The said mining company shall have the right to make additional daily shipments provided it shall not call upon the said railway companies without their consent to carry on any day more than fifty per cent (50 per cent) in excess of the daily minimum in effect for the time being.

“3. The said Pacific and Arctic Railway and Navigation Company agree to place the said ore in its ore bunkers at Skagway and from the said bunkers to load the ore, free of charge, into ship. And, inasmuch as the said mining company has expressed doubts as to the capacity of the said bunkers to handle the ore under this contract in case other ore shippers should commence shipping ore, and fail to provide ships to keep the bunkers promptly cleared, therefore, in order to remove such doubts, the party of the first part further agrees that if the capacity of its said bunkers shall prove insufficient, for any reason, to give quick dispatch to the ore of the said mining company moving under this contract then, upon written demand of the said mining company, the party of the first part will allow the said mining company to enter upon and operate the said bunkers themselves so as to secure quick despatch for its ore, the cost of such operation to be repaid to the said mining company by the party of the first part upon duly vouched monthly statements, and the said mining company to be responsible to the party of the first part for any damage to the said bunkers and the wharf and loading plant used in connection with the same by reason of improper operation or management by the said mining company.

“4. The rate payable by the said mining company to the parties of the first and second parts for the rail carriage to Skagway and the loading there on ships of the ore as aforesaid, shall be two dollars and fifty cents (\$2.50) per ton of two thousand (2,000) pounds. Payment, unless otherwise agreed, shall be by draft on the said mining company for each cargo shipped from Skagway based on the railway companies' weights and subsequent adjustment shall be made on basis of



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weights returned by the smelters, subject to allowance for moisture accruing in transit between the mine and smelter.

The parties of the first and second parts agree to arrange, free of charge, on behalf of the said mining company and subject to its approval for the ocean carriage of the ore from Skagway bunkers to the smelter or port of discharge, so that the ore can be shipped on the basis of through rates from mines to smelter.

“6. The said mining company shall not be bound to ship, nor the parties of the first and second parts to carry and the said party of the first part to load upon ships, the ore as aforesaid so long as they are prevented from doing so by strikes, breakdown, or other causes beyond their respective control, provided they use due diligence to remove such causes as are physical.

“7. The said mining company shall not be bound to ship ore from any of the mines controlled by it while the smelter returns on a fair average of the ore from such mine would show a loss on such shipments. In case of any controversy under this clause, both parties to appoint representatives, who shall in turn select an umpire who shall sample the said mine and figure the smelting returns, cost of mining, etc., on the basis of existing conditions and contracts.

“8. The parties of the first part and second part shall only be bound to carry or load ore under this agreement at such times as the ore does not freeze in their cars or said bunkers and so that no increased expense is caused by the freezing of the ore in the cars or said bunkers.

“9. Default by the said mining company in its agreement to ship the specified minimum daily tonnage, if continued for a period of thirty (30) days, shall give the said parties of the first and second parts the right at their option, to cancel this agreement by written notice to the said mining company of their election to do.

“In witness whereof the parties hereto have hereunto set their hands the day and year first above written.”

.....

*Witness.*

PACIFIC & ARCTIC RAILWAY & NAVIGATION COMPANY,

By (Sgd.) S. H. GRAVES,

.....  
*President.*

.....

*Witness.*

BRITISH YUKON RAILWAY COMPANY,

By (Sgd.) S. H. GRAVES,

.....  
*President.*

.....

*Witness.*

ATLAS MINING COMPANY,

By (Sgd.) R. K. NEIL,

.....  
*President.*



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Pursuant to this agreement the railway companies built some ten or twelve miles of track and have carried from the mine in question large quantities of ore to Skagway at the rate of \$2.50 per ton, and have arranged for a rate of \$1.75 per ton for the ocean carriage to the smelter from Skagway—this gives a through rate of \$4.25 from the mines to the smelter, free of handling and wharfage charges at Skagway. Caribou is 67 miles from Skagway, White Horse 110. At the hearing at Toronto the applicant was asked as follows:—

“What rates have you been charged and are you being charged from Caribou to Skagway?” Answer: “The last shipment we made the railway demanded \$13.85 per ton, freight paid in advance, but they offered my men a \$6 and \$5 rate if they would contract for the season, which they had to accept.” Further on the applicant said he had been paying, prior to January 1st, \$5 per ton, and without notice it was put up to \$13.85 per ton.

Two smelter returns were produced, dated April 4th, 1910, and June 1st, 1910, these show freight rates to the smelter of a little less than \$10 per ton, so far as I am able to figure them out; presumably these shipments moved upon some through rate with the steamship lines, how this is I do not know, they, like many other matters, were left for us to find out or guess at as best we could. If I understand matters correctly as they now stand it is claimed for the carriers that they are at liberty to charge, or arrange for charges, that give a rate of \$4.25 from the point of shipment near White Horse, to the mining company referred to in the contract, and at the same time charge, or arrange for charges, that give a rate of nearly \$10 per ton from Caribou, the rail-haul for the latter shipment being some forty odd miles less, and the White Horse shipments passing through Caribou on their way to Skagway.

Section 315, sub-section 5, of the Act provides as follows: “The Board shall not approve or allow any toll, which for the like description of goods, or for passengers carried under substantially similar circumstances and conditions in the same direction over the same line, is greater for a shorter than for a longer distance, within which such shorter distance is included, unless the Board is satisfied that owing to competition, it is expedient to allow such toll.” Sub-section 3 provides that: “The tolls for large quantities, greater numbers, or longer distances may be proportionately less than the tolls for smaller quantities or numbers, or shorter distances, if such tolls are under substantially similar circumstances, charged equally to all persons.”

At the hearing Mr. Graves, president of the respondent route, contended that his companies were within their rights under the statute in making the contract with the Atlas Mining Company, because of the large amount of traffic they were contracting to furnish, and that the matter fell within sub-section 3. While this sub-section should be given full effect to, the facts that justify this preferential treatment must be fully shown and be perfectly understood. The carriers here extend to the Atlas mine a rate that discriminates against the applicant, and under section 77, where a company makes any difference in treatment between shippers, the burden of proving that such difference does not amount to an unjust discrimination is placed upon the company. Difference in treatment here is not denied, has the company proved there is no unjust discrimination? It says the company agrees to ship 200 tons of ore per day, while the applicant only ships occasional lots. The applicant replies that he has expended \$500,000 in developing his properties, and with reasonable rates he has an unlimited supply of ore for shipment. It seems to me that one of the matters the carrier must satisfy the Board upon is, that the applicant has and can have no large body of ore for shipment.

The law requires equality of treatment by the carrier, also tolls under substantially similar circumstances and conditions, carried in the like kind of cars, over the same portion of the railway, must be equal to all—difference of treatment calls for the closest scrutiny and when the right is conceded to the carrier it must be held to have fully discharged the burden placed upon it by section 77. If the company



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were not required in this case to show there were no ore bodies in existence or likely to be uncovered at or upon the properties of the applicant, the result would be that a company could grant discriminatory rates to one mining company to enable it to open up its properties and make shipments, and by withholding similar rates to another company in some nearby locality, prevent the latter from obtaining capital to do any development work at all; so I think that in cases of this sort where the carrier must show that the favoured shipper has "large quantities" before it can make the tolls proportionately less, it should be proved as part of its case what the quantities of the shipper alleging discrimination are, or probably will be—were this not so how can the Board be satisfied that the favoured shipper has the "larger quantities," bearing always in mind that the onus of proof is upon the company. No evidence was given that this applicant would not have "large quantities" of ore for shipment. Upon the contrary he says he will have. We have no alternative but to hold that the companies have not discharged the burden placed upon them by the statute, and that the contract with the Atlas Mining Company is a discrimination against the applicant. The company has by this contract fixed what it considers fair tolls, the law compels it to grant similar treatment to all upon its lines for the like kinds of traffic, it follows that the applicant must be treated the same as the Atlas Company—the toll to the latter for about 110 miles, involving the construction of a spur or branch line at a cost of nearly \$500,000 is \$2.50 per ton—a reasonable toll upon this traffic from Caribou, where no additional capital expenditure for facilities is called for, to Skagway would be about \$1.75 per ton, and the respondent must file within thirty days tariffs putting a \$1.75 per ton rate in effect. If the applicant requires to do so, it must obtain for him the same ocean rate it has obtained for the Atlas Mining Company, or else withdraw the \$1.75 ocean rate from the latter. In other words, every form of discrimination against the applicant must cease and end and he must be placed upon an absolutely equal footing with the Atlas Mining Company, not only as to rail rates, but also as to wharfage and ocean tolls, in so far as the respondent is able to place him.

The respondents have never filed with the Board their tariff covering the rates granted to the Atlas Mining Company, and seemed to have been under the impression that they were at liberty to make contracts for carriage and not file tariffs of tolls—the law makes it imperative that tariffs covering every movement of traffic be filed, and by the course taken with the Atlas Mining Company the respondents have not only subjected themselves to penalties, but the statute prohibits them from making any charge for the traffic moved where no tariffs are filed. Tariffs must be filed within a reasonable time covering these tolls.

Nothing need be said in so far as this case is concerned as to the letter of April 11, 1904, the rates granted being put on another ground.

The other matters covered by the complaint dealing with supplies and various other commodities going into the Yukon will be dealt with in the general inquiry now pending regarding rates generally upon the Yukon route.

#### TOWNSHIP OF CLARKE V. CANADIAN NORTHERN RAILWAY COMPANY.

This was an application by the Municipality for an Order to rescind an Order of August 9, 1910, approving of a level crossing where the track of the railway crosses Choate Road, and to restore the Order of February 15th, 1910, requiring the railway company to construct a subway at the said crossing.

Judgment, Assistant Chief Commissioner Scott, October 1st, 1910.

At the recent sitting in Port Hope, the township of Clarke made an application for the cancellation of order No. 11392, dated 9th August last; which approved of a level crossing of the highway by the railway at the point in question, instead of



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the subway which was authorized by order No. 9562 of February 15th last. The first order was made on the application of the railway company for the Board's approval of their plans of a subway, which was consented to by the municipality.

It appears that, at a meeting of the municipal council early in the year, a representative of the railway submitted to the council plans of their different highway crossings throughout the municipality. We were told by the municipality at Port Hope recently, and it was not denied by the railway company, that the municipality in consideration of their getting a subway at this crossing consented to level crossings at other points, where perhaps, a different character of crossing might have been ordered had not the municipal council approved of the plan.

In July last, a petition was received from residents of the township stating that they would prefer a level crossing to a subway at the point in question. This petition was followed up by a request from the railway company for a rescission of the order of February and authority to construct a level crossing. Upon a report and recommendation of an Engineer of the Board, and upon considering the petition from residents which might have led one to believe that the municipality was consenting, an order was issued on the 9th August last, No. 11392, cancelling the order for the subway and approving of the level crossing. The municipal council then moved against the latter order.

It was stated by the council that the petition of the residents upon which the order of August was granted, was signed by its signatories under representations from the railway company, which if true, would have been discreditable to the company. At the hearing at Port Hope, the truth of this allegation was not gone into, as counsel for the railway company stated that they were prepared to consider the crossing on its merits, as if the order of August had not been passed.

The reason urged by the railway company for a level crossing, instead of the subway, was that the nature of the soil was such that the subway would be a difficult and expensive matter to construct.

After hearing all the parties at considerable length, the Board decided to send its Chief Engineer, Mr. Mountain, to examine the point of crossing and report. From Mr. Mountain's report it appears that the rail level at the point in question will be  $7\frac{1}{2}$  feet above the highway, and to construct a standard subway it would be necessary to excavate 9 feet below the original level of the ground, which in his opinion is wet and spongy and he thinks the abutments would have to be piled. Mr. Mountain estimates the minimum cost of the subway at \$7,500, and points out that from his observations the traffic on the highway is light. All this engineering information must of course have been known by the railway company when it first decided on a subway.

Had it not been for what took place at the meeting of the council already referred to, I would not be inclined to order the railway company to build a subway at this point, but as the municipal council's approval of the other highway crossings in the municipality was given with the understanding that they were to have a subway at the point in question, I look upon this matter as an agreement which the railway company should not be relieved from, and I am therefore of the opinion that the order of August last should be rescinded, and that of February approving of the subway should be revived.

October 3, 1910, Mr. Commissioner McLean:—I agree in the above disposition of the matter. I feel, however, that I should make clear that in agreeing to order No. 11392 issued on the 9th of August last, which cancelled the prior order for a subway and approved of a level crossing, I was at the time under the misapprehension that the township had changed its original position and consented to a crossing at grade level.

The Assistant Chief Commissioner:—At the sittings in Port Hope on the 27th September, the Board had before it the question of the construction by the



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Canadian Northern Railway Company of a subway carrying Choate Road under the railway, or diverting the highway to run parallel with the right of way of the Canadian Northern to Cavan Street, in the town of Port Hope, where there is to be a subway under the railway. We heard all the parties interested and examined the locus in quo on the ground. Choate Road is an old highway which is considerably travelled. If left open it will be the most direct road to the Canadian Northern Station from a large portion of the township of Hope. The township is most anxious that the road be left open and that a subway be constructed. The diversion to Cavan Street would mean that those travelling the Choate Road and desirous of crossing Port Hope Creek to get to the territory adjacent to the Canadian Northern station would have to go at least one-half mile out of their way. Under the circumstances I think this diversion would be unreasonable. The use of public highways should be disturbed as little as possible in the construction of railways, except where some change is necessary in the interests of public safety. I am, therefore, of the opinion that Choate Road should be left open, and the Canadian Northern Railway Company should construct a subway carrying the highway under the railway where it crosses the road.

It has been pointed out that there is a dangerous level crossing over the Grand Trunk Railway on Choate Road, a few hundred feet away from the proposed Canadian Northern Crossing. The Grand Trunk crossing will not be made more dangerous by the construction of the subway under the Canadian Northern Railway, as there will be ample space after a person, either on foot or in a vehicle, leaves the subway when going towards the Grand Trunk track, to see a train on the track before it is reached. The Grand Trunk crossing is apparently a dangerous one and the Board will without delay take up with the Grand Trunk Railway Company the question of some protection at the crossing.

Mr. Commissioner McLean concurred.

#### BROWN V. CANADIAN PACIFIC AND CANADIAN NORTHERN RAILWAY COMPANIES.

This was a complaint against the system of transporting domestic soft coal in open cars instead of box cars, and delay in making collections from railway companies for charges. The applicant complained that he suffered loss and damage from pilferage, leakage, snow, and ice accumulating on the top of the coal for which he had to pay as coal at an increased cost and waste by having to throw the coal into the sheds over the sides of the open box cars, thus breaking the coal, instead of wheeling it from box cars.

The respondent companies' contention was that they had used their best endeavours to supply box cars for the transportation of coal and had largely succeeded.

Judgment, Chief Commissioner Mabee, November 9, 1910.

Mr. A. L. Brown, coal dealer, of Saskatoon, complained to the Board against the present system in force in the west, under which the railway companies transported domestic soft coal in open cars, and requested that they should be compelled to ship this commodity in closed or box cars. The reasons given by him were that this class of coal came long distances; that it was often from nine to thirty days on the road, and in the winter large quantities of snow accumulated on these cars, which the consignee would have to pay for as coal; that domestic soft coal was lump coal, and was sold as such; that it was impossible to unload the open cars into the coal dealers' sheds without smashing up coal, as these lumps would have to be thrown over a four or five foot side of the car back into the sheds; that waste was created by turning part of the lump into dust, whereas, if box cars were used, the coal could be wheeled and not thrown out; that lump coal in open cars was easily removed; that in only a few



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cases would the contents of an open car turn out equal to the railway weights; and that it took months to make collections from the railway companies in connection with those claims.

The Canadian Northern Railway Company, among other things, answered, that this class of coal from the Alberta mines moved in very small volume during the summer months; that it probably reached its height in the month of October; that at that time every available box car was needed for the carriage of bulk grain to the head of the lakes; that stock cars were fully employed in the movement of stock; that this company used only "Gondola" cars when the box and stock car equipment was fully employed; that of the domestic soft coal received at Saskatoon—where Mr. Brown carries on business—over the rails of the Canadian Northern Railway Company, from the 1st of September, 1909, up to the 23rd of March, 1910, eighty-four and a half per cent was handled in box and stock cars, and but fifteen and a half per cent in "Gondola" cars; and that if dealers put in large orders to the mines for shipment during the spring and summer, there would be no difficulty in furnishing box or stock cars for the transportation of coal.

The answer of the Canadian Pacific Railway Company, among other matters alleged,—

That the great bulk of domestic coal used on this continent was carried in open cars rather than in closed or box cars, the former being much more easily loaded at modern plant, as well as unloaded at sheds and plants equipped with modern devices; that the Pittsburg & Lake Erie Railway, which operated from the Pennsylvania coal fields to the Great Lakes, owns 16,727 open freight cars exclusive of "flats" and only 623 box cars; that the Pennsylvania System, west of Pittsburg, owns 43,000 open cars exclusive of "flats", and only 26,000 box cars; that the Pennsylvania Railway owns 98,000 open as against 49,000 box cars; that the same relation approximately existed between the various classes of cars upon the roads in the North-west and Pacific States; that the railway itself was a larger purchaser both of lignite and bituminous coal, and supplied open cars, without discrimination, for the purpose of transporting its own shipments of coal; that no material loss had been noticed owing to the use of said cars; that all the important mines in the west had track scales of their own, which are maintained, operated, and controlled by them, and were subject to inspection by the scale inspector of the railway, as well as the officers of the Government Department of Weights and Measures; that these scales were located at the mines, and the weights obtained there were accepted by the railway company as the correct basis on which to assess freight charges; that the coal was not weighed on the railway company's scales, unless on special request, where there was a bona fide impression on the part of some interested party that an error had been made.

A list of the mining companies having track scales, from which weights are accepted by the railway companies, appears in the Canadian Pacific Railway Company's Western Lines Tariff W. No. 1983, dated January 14th, 1910.

At the hearing at Saskatoon, the applicant submitted a large number of letters received from various coal dealers, of which the following may be regarded as a brief synopsis.—

Mr. Green, of Dominion City, said that he had never had but one open car shipped to him, and that on receipt he found about one-third of the coal had been stolen.

Mr. B. W. Bolton, of Neepawa, said that in his experience coal shipped in open cars does not weigh out as well as that shipped in box cars; and that he had had cars weigh as much as 1,600 pounds short.

Messrs. Black Bros., of Minnedosa, said that they had never had coal delivered to them in open cars, and did not know of coal ever having been shipped to Minnedosa in open cars.

Mr. T. H. Bristow, of Moosomin, said that the shipment in open cars was most unsatisfactory; that he had had trouble with the railway company with regard to



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the matter; that he had never received an open car that held out in weight; and that there was always pilfering in transit, and in bad weather snow mixed with the coal.

The Baker-Reynolds Company, of Moosejaw, said that the shipment of coal in open cars had been very unsatisfactory to them; and that there was always a large shortage, and in winter the snow and ice on the top made it bad to unload.

Mr. William Poersch, of Brunkild, said that sun and rain waste coal; that the unloading of cars from open cars was difficult; and that it being unsealed and unlocked made it open to thieves.

Mr. McClain, of Carmen, said that he had no evidence to offer, as his coal had always been shipped in box cars.

The Patterson Bros., Lumber Company, of Birtle, said that they would not accept coal unless shipped in sealed box cars, and that they had so advised their shippers.

Messrs. Miller Bros., of Virden, said that they had had trouble with coal shipped in open cars though not for the last year or so; that they remembered one time that they received a car of coal, in an open car, that was eleven tons short; and that now they got all of their coal shipped in box cars.

W. B. Shannon & Co. of Viscount, said that they had received coal in open cars and found it very unsatisfactory, both for unloading, as well as difficulty with snow; that they preferred their coal loaded in box cars, because it nearly all went into the shed along the track; that they had had one or two open cars that had snow mixed with the coal; and that they found it unsatisfactory to their customers.

The Hartney Manufacturing Company, of Hartney, said that they had refused to have coal shipped in open cars, and that they had never yet had one hold out in weight.

Mr. D. McNaught, of Rapid City, said that he had great trouble with open cars; that he had had four forty-ton cars of that character last winter, which cost from four to five dollars extra to unload, as his shed was made with the doors to let down into the cars; and that, in the case of open cars, the coal had been thrown over the side.

Mr. Thomas Harvey, of Weyburn, said that he had suffered a good deal of loss in having coal shipped in open cars, especially during the hard winter months.

Mr. Hunter, of Newdale, said he had two open cars, so far, and certainly did not want any more.

Mr. E. C. Gosset-Jackson, of Rapid City, said that he had had four cars of domestic soft coal last year shipped to him, and in each case had to hire an extra man to assist in unloading; that he had no facilities for taking off coal from such cars; that the top was higher than his shed doors; and that he got one steel car that had been on the track for thirty days, and there were two tons of snow and ice on top of the coal.

Mr. S. Taylor, of Yellow Grass, said he had no complaints to make as yet re shipping coal.

The Harrison Lumber Yards, of Neepawa, said that they had been fortunate in not having many cars come in this way; and that those that have come are usually not very satisfactory.

Messrs. Lambert & Earle, of Elkhorn, said that they had had trouble from this source every winter.

Messrs. Denmark & Burton, of Langenburg, Sask., said that they had had little experience in the matter, only having received one car, other than box, since they started in the coal business.

Mr. A. N. Shaw, of Elm Creek, said he had never had any experience with coal being shipped in open cars.

The Monarch Lumber Company, of Winnipeg, said that for the past two years they had advised all dealers shipping them coal that they would not accept shipments



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except in closed box cars; and that they found that this cut down shortages a great deal.

Mr. J. Baul, of St. Jean Baptiste, said that he had never received any coal shipped in open cars.

The foregoing letters develop that, in connection with individual instances, consignees have had trouble with shipments of coal in open cars, resulting in, first loss of the coal by pilfering or otherwise; second, damages sustained by reason of snow and ice accumulating on the top of the coal. There is no evidence of what percentage (in connection with these individual complaints), of open cars was received; so that it is impossible to draw any accurate conclusions to what extent this is a real grievance.

It would seem from some of the foregoing letters that certain coal dealers are always able to get their coal transported in box cars. There is nothing to show the volume of traffic moving to individual consignees in box and in open cars.

Certain letters were also filed from some of the coal companies. A letter from the Alberta Consolidated Coal Company, of Coal City, Taber, P. O., to Mr. Brown, under date of the 13th of January, 1910, states that his request that shipments be made in box cars will, in future, be complied with, and that quite a large proportion of the cars they were now receiving were dumps, but that they would be careful to see that only box cars were thereafter consigned to him.

A letter from the Regina Storage and Forwarding Company to Mr. Brown, under date of December 1st, 1909, states that they had asked the mine to ship his coal in box cars, if at all possible, and that they were finding difficulty in obtaining a sufficient supply and had to take pretty nearly what they could get.

A letter from the Great Northern Coal Company of Edmonton, dated September 16th, 1909, states that they always ship in box cars to long distance points—such as Saskatoon—if they are to be obtained.

A letter from the Great Northern Coal Company of Edmonton, dated January 17th, 1910, to Mr. Brown, states that they had noted his order for two cars and would ship as instructed, and that as regards dump cars, they loaded those only when box cars were unobtainable.

A letter from the same company, dated March 4th, 1910, to Mr. Brown, stated that, there was then a few box cars at the mine, and they would keep them for him if possible.

A letter from the same company, dated March 2nd, 1910, stated that they regretted to have been unable to get box cars lately; that the Canadian Northern had given them only the Hart convertibles, and that they would make every effort to get box cars.

Letters were also filed showing difficulty in obtaining settlement for short weight, also a letter from the Canadian Northern Railway Company, dated September 5th, 1908, declining a claim for shortage in view of the terms of the bill of lading.

The question now is whether, upon this information, the Board could make an order prohibiting railway companies from shipping this class of coal in anything except box cars. If the form of bill of lading, now in use and approved by the Board, were the same as that of 1908, referred to in the letter of September 5th of that year, the Board might well be justified in compelling the carriers to transport this class of coal in box cars; but the contract now with the shipper is entirely different, and if the percentage of coal that moves in open cars—as compared with that that moves in box cars—is low, and if by far the greater bulk of this class of commodity moves in box cars, it might work greater injustice to the general public requiring the railway companies' equipment, if the Board compelled the railway companies to furnish box cars for this commodity than if it left the coal dealers to their remedy under the bill of lading.



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We confess we do not understand the difficulty in the way of a consignee in collecting for shortages, and it seems to us that they suffer unnecessarily if they are unable to obtain redress for these losses.

Under the new form of contract, the railway company is liable for losses of the kind referred to in this complaint, and section 3 of the conditions expressly places upon the railway company the burden of proving that they were free from negligence. It is quite reasonable that consignees should hesitate about going into the courts to establish these claims, and their reluctance to enter into a law suit with the railway company is well understood; but on the other hand, it is difficult for the Board to make any general order of the kind asked for, that might not work greater injustice than if the coal dealers were left to compel the railway companies to make good each individual shortage.

It has not been shown, in connection with this complaint, that the railway companies have neglected to furnish box cars for this traffic, when they were obtainable; and in dealing with this application, it is upon the assumption that this commodity moves more safely in box cars, and that the railway companies use their utmost endeavours in all cases, to supply box cars for this traffic, and that open cars are supplied only when the box cars are unavailable; in this latter case, the railway company assuming the risk incident to the transportation of coal in the open car, arising by reason of its being lost in transit or injured by the elements. The law imposes this liability upon the company. If the applicant, or any coal dealers' association in the West, is able, at any future time, to show that the railway companies are raising unreasonable objections or placing unreasonable obstacles in the way of dealers obtaining prompt and reasonable settlements for claims arising in connection with the railway companies transporting this commodity in open cars, the Board will open up this question; but in the meantime, it must decline to make any general order of the character asked for.

A couple of exhibits filed by the Canadian Pacific Railway Company are not uninteresting. They purport to show a list of the claims for leakage and pilferage of coal that were paid by that company between July, 1909, and June, 1910. These claims are divided between open and box cars. In connection with the coal shipments in open cars, there are 26 claims for pilferage and 8 claims for leakage—34 in all. In connection with coal shipped in box cars, there are 18 claims for pilferage and 13 for leakage, or 31 in all. The percentage of claims for pilferage from open cars is considerably higher than from box car shipments, while the claims for leakage show differently. It is true these lists show only claims paid. There is nothing to show what claims were made by consignees against the railway company in connection with these alleged losses.

*City of Fort William v. Copp. Bros.*

This was an application under Section 227 of the Railway Act, for leave to cross the spur or branch line of the Canadian Pacific Railway Company, known as the 'Copp Foundry Industrial Spur,' with a second street railway track.

Judgment, Chief Commissioner Mabey, November 9, 1910.

On the 2nd September, 1902, an agreement was made between the corporation of the Town of Port Arthur and Harold E. Copp and W. J. Copp, in which it was recited that the Copps were about to construct a switch from the main line of the Canadian Pacific Railway Company to Park lots 1, 2 and 3, North Rebecca Street, in the town of Fort William, and that this switch would have to cross the street railway, at that time belonging to the town of Port Arthur, and in the agreement permission was granted to the Copps to cross the line of the street railway, the Copps agreeing to put in a good and substantial crossing, and that they would flag, or cause the said crossing to be flagged before and during the crossing of every engine, train, or car



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over said crossing, and would repair and maintain said crossing in good condition so long as they continued to use it.

On the 27th August, 1910, the town of Fort William made an application to the Board at a sitting at Port Arthur, in which they sought that the Board should make an order imposing upon the Copps the expense connected with a second line of street railway tracks laid across this spur by the town of Fort William. It was said that since the making of the above mentioned agreement the street railway had become the property of the town of Fort William. It was stated upon this application that this crossing—that is the double track of the street railway across this spur, had been put in upon the understanding that if the Railway Board decided that Messrs. Copp were to pay for the second crossing, then they were to pay for it, if on the other hand the Board decided otherwise it was admitted that the town would have to pay the expense. At this sitting the parties were told that the town had no right to construct this crossing without having first obtained leave to cross this industrial track from the Railway Board, and that inasmuch as they had taken the matter into their own hands and had built this crossing without authority the Board would not interfere.

Subsequent to the above hearing, and on the 15th September, an application was received on behalf of the City of Fort William for an order under section 227, allowing the city to cross the spur or branch line of the Canadian Pacific Railway Company, known as the Copp Foundry Industrial Spur with its street railway, on the level, on Syndicate Avenue. Nothing is said in this application about any question of the cost of this crossing being imposed upon the Copps. They, however, were served and appeared at a sittings held at Port Arthur on the 10th October, and counsel at that hearing in speaking to the application said that at the present time the city was double-tracking its street railway, which occasioned a second crossing, and the question who was to pay for the second crossing as between Messrs. Copp and the City. It was urged that inasmuch as the street railway was senior to the industrial siding with its first track that it must also be senior with its double track, and that therefore the expense should fall upon the Messrs. Copp. It has been held by the Board that with respect to a steam road, senior to one line it must continue to be senior when it comes to double track, but it seems to us that this is not a case in which the Board should interfere for the reason given at the first sittings. If the city had made an application in the regular way for leave to cross the matter would then have been properly before the Board. As it is, the municipality goes ahead and constructs without authority and only comes to the Board afterwards for the purpose of making the Copps pay the expense incident to the crossing. This is quite irregular, and under the circumstances the Board must decline to make any order other than to refuse the application.

Order dismissing issued accordingly.

*British American Oil Company v. Grand Trunk Railway Company.*

*Re Petroleum Oil Traffic.* Reported. Report Railway Commissioners for Canada, 1910, pp. 209 et seq.

The Order of the Board dated May 19, 1909, in accordance with the judgment, declared the legal rate chargeable on the shipments complained of to be twenty cents per 100 pounds, and that such rate was still in force, and authorized the respondent company to refund to the complainant company the difference between the said rate of twenty cents per 100 pounds and the rate of thirty-two and one-half cents per 100 pounds charged and collected by it from the complaint.

An appeal from this judgment to the Supreme Court of Canada was dismissed. For reasons for judgment, see 43 S.C.R., p. 311. Reported also in Part I, Vol. 11, Can. Ry. Cas., at p. 118



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*The City of Toronto and the Town of Brampton v. the Grand Trunk and the Canadian Pacific Railway Companies.*

The Town of Brampton applied, under Sections 315, 318, and 323 of the Railway Act, for an Order directing the Grand Trunk Railway Company to cease unjust discrimination between Brampton and other localities in commutation tolls, to provide proper commutation tolls, and to disallow the present toll.

The application by the City of Toronto was for an Order directing the Grand Trunk and the Canadian Pacific Railway Companies to cease unjust discrimination between the City of Toronto and suburban municipalities in regard to commutation tolls, and to fix commutation tolls within a certain radius of the city.

Judgment, Chief Commissioner Malce, May 23rd, 1910.

"We are all of one opinion with reference to this matter. It may as well be disposed of now so that these hard feelings will have an opportunity to soften down.

On the 26th of May, 1908—received by the Board on the 10th of June—Mr. Wegenast made an application asking that the Grand Trunk be directed to issue to him a 55 trip ticket for use between Brampton and Toronto similar to those in use between Oakville and Toronto, at the same rate, that is \$7.15, and the facts upon which he relied were set out in that application. The Grand Trunk answered. The case was heard and disposed of by a judgment of the 23rd of November, 1908. The case was heard here on the 12th and 13th of that month. The conclusion was that the application could not succeed, the reasons being given. The Board was of the opinion that section 77 applied, although the railway company at that time strenuously contended that under section 341 the discretion given by Parliament to the railway companies to issue commutation tickets and to deal with the other classes of matters referred to in that section, was absolute and that the Board had no authority to interfere with it. We thought otherwise and came to the conclusion that where a railway company adopted the policy of issuing commutation tickets, that it brought itself within the jurisdiction of the Board, and that it might be dealt with, and that it was upon the railway company, under section 77, to show that the exercise of the discretion under that section did not result in unjust discrimination between persons or localities. The judgment that I refer to dealt with the case upon those lines and we concluded then that the company had discharged the onus that the statute placed upon it and had satisfied us that in the issue of these tickets between Oakville and Toronto no unjust discrimination was practiced as against Brampton.

The applicant in that proceeding was not satisfied with the result—naturally enough—and he made an application for a rehearing. The Board thought that there was no necessity of hearing it and it refused to open it up.

Then, in January of 1909, came an application to the Board from or on behalf of the City of Toronto, asking for an order under certain sections mentioned in the application, requiring the Grand Trunk and the Canadian Pacific to provide commutation rates to and from the said city and the suburban municipalities within a certain radius, and for an order compelling the railways to cease discriminating unjustly between the City of Toronto and other cities of the same or greater size, with reference to tolls between cities and suburbs, and to cease unjust discrimination between the towns of Oakville and Streetsville and the towns of Brampton, Whitby, Oshawa or other municipalities similarly situated. It also alleges that at the present time commutation tickets are issued to various suburban places at various distances from Toronto.

The applicants claim that in selecting the places to which the commutation rates were at present issued the railway companies are guided by no proper or fixed principles, and are subject to influences improperly brought to bear upon them by individuals interested in the granting or withholding of the said commutation rates. "The applicants ask the Board to fix a radius within which such commutation rates should be



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issued." Then, in fixing such a radius, the Board is asked to be guided by the following considerations : (a) The distance from Toronto to which said rates are now extended in some instances. (b) The distance from Montreal to which said rates are now extended to suburban points. (c) The discrimination at present shown against certain points, in view of the fact that other points further from Toronto enjoy said rates, and claimed by the applicants to be an unjust discrimination.

If the Board should be of opinion that such an order as asked is not within the powers conferred by the Railway Act, the applicants asked the Board to state a case for the Supreme Court to determine whether the Board has or has not power to make such order.

When that matter came before the Board, at the request of the parties a case was stated. If I recollect rightly the stated case was not whether the Board had power to require the railway companies to issue commutation tickets or to fix commutation rates, but whether or not section 77 had application to the provisions of section 341. Then, meantime, on the 27th of April, an application is made in the name of the town of Brampton, by Mr. Wagenast, the former applicant in person, as solicitor, for the town. To that, the railway companies plead, and in the meantime the Supreme Court has held, just as the Board itself has held in the judgment referred to, that section 77 had application to the provisions of section 341. So that, as I understand the position now, if a railway company exercises the discretion given to it under section 341, that discretion remains uncontrolled and should not be interfered with by the Board unless there is some affirmative evidence that it results in unjust or unfair discrimination between persons or localities. In saying that there should be some affirmative evidence I am not overlooking the provisions of section 77, because it does not seem to me to be possible that if a railway company gives a commutation rate between New Westminster and Victoria, the mere statement of that is sufficient to require and justify the Board in ordering the same railway company to give a commutation rate between some point within the same distance of St. John and the latter city; but that, although the onus is upon the railway company, the applicants should in all of these cases give some affirmative evidence that the exercise of the railway's discretion is unfair, unreasonable or results in discrimination. I do not understand that there is anything wrong or evil in discrimination as long as it does not hurt anybody. The evil of it, as I understand it, is that because persons or localities are discriminated against it results in unfair play and injury to the individuals or to the localities affected. In the absence of any injury to individuals or localities, what difference does it make whether there is discrimination? The Railway Act, as I understand it, authorizes and justifies discrimination. It is only an undue, unfair or unjust discrimination that the law is aimed against. Then, this application coming before us on behalf of the city, badly asks that within a certain radius, I do not know what radius, the railway companies should be compelled, without giving us any information as to what the traffic is, as to what the train service is, but without more because forsooth the city of Toronto ask it, that the railway companies should be ordered to give commutation rates into and out of the city within that radius. The town of Brampton, in the meantime, as I have said, had filed its application and this matter then comes up in a double barrelled way between the city of Toronto and the town of Brampton on the one side and the railway companies upon the other. Upon the opening of the case it was mentioned that in so far as Brampton's application had been considered, it had been disposed of. But, in view of the application pending by the city, it was thought proper to leave in abeyance the Brampton situation until the evidence given by the city had been heard. Because, if the city satisfied us that it was right and proper to require the railway companies to give these rates it might result in a rate being given to Brampton. No evidence was called upon behalf of the city and the labouring oar has been upon the town of Brampton, represented by three counsels.



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All of the witnesses who have gone into the witness box gave evidence on behalf of Brampton, so that the hearing instead of being a hearing upon behalf of the city has been really a rehash and a rehearing of the Brampton case. No evidence has been given regarding the situation between other localities within the Brampton or Oakville radius and the city of Toronto. We know nothing about the amount of travel that might, for instance, be brought into existence between Whitby and Toronto or between other points and Toronto, but as I understand the application, it is simply put upon this ground, that because the railway companies have given certain reduced fares or commutation rates between certain points and the city of Montreal, therefore, without more, they are compelled to give commutation rates between certain points within a certain radius of the city of Toronto, and if they do not, it is said that the city of Toronto is unjustly discriminated against.

I do not understand that to be position that the Railway Act leaves these matters in. I do not understand because it is said that certain commutation rates are given along the Gatineau Valley from the city of Ottawa, that automatically the railway companies are compelled, in a like radius, to give commutation rates from the city of Toronto. I do not understand that the one thing follows at all. The situation may be entirely different. The circumstances may be altogether dissimilar. The one may be purely a summer tourist traffic and the rates may be in force only during the summer season. How these things are one may have an idea, but there is nothing in this case to show. We are not of the opinion that because a railway company or railway companies operating into and out of Montreal give commutation rates, therefore they are compelled to give them into and out of Toronto. Why particularly Toronto? Why not Hamilton, why not London, why not Kingston, why not Winnipeg and every other city throughout the whole Dominion? And why stop at cities? Why let the cities discriminate against the towns? Why not into and out of every town? Why should rates be cut into and out of cities and not into and out of towns? And why, forsooth, stop at towns? Why not the villages? And in the end it would result in their discriminating in favour of certain localities, cities, towns, or villages, or it would result in cutting down the lawful railway fare to six-tenths of a cent between all the stations in Canada. After all it must get back to just where we put it in the former Brampton application. It must get back to what is fair or what is unfair; what is just or what is unjust. I do not know, and we were not told the number of stations to which commutation rates applied into and out of Montreal, but we have the commutation rates I see here into and out of Toronto from many stations. They are all detailed in the answer.

Mr. DRAYTON—I think it was 42 altogether.

THE CHIEF COMMISSIONER:—We have, along the line of the Canadian Pacific, West Toronto, Lambton, Golf Club, Obico, Islington, Summerville, Dixie, Cooksville, Erindale, Streetsville and Streetsville Junction, 22 miles west. Also Weston, then east, the Don, and Donlands. I don't know how many stations there are on the Canadian Pacific running out of Montreal; we have not been informed; but if it runs out as far as St. Ann's or the other stations on the river it is probably about the same distance, 20 to 25 miles. Then on the Grand Trunk, Hamilton Branch, there are South Parkdale, Swansea, Memmico, Log Branch Rifle Ranges, Port Credit, Lorne Park, Clarkson's and Oakville; and on the old line running north there are North Parkdale, Davenport, Downsview, Lefroy, Jackson's Point; then on the line running east, York, Scarboro Junction, Markham Road Crossing, Port Union and Rosebank; then on the old main line west, West Toronto, and Weston. Jackson's Point and Lefroy stand in a class by themselves. They are the longest distance points.

Everybody knows, without wasting time, why rates are given to those points. On the line east it was said the rate was given to York on account of the large number of railway men living there. I do not know why it happened to be given to Scarboro



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• Junction or Markham Road Crossing. Port Union and Rosebank, we all know why they are given there; we see Sunday School picnics going to those points continually and they are summer resorts. The same may be said largely of these other places upon the Hamilton line. They are purely suburban points, summer residential points, parks, and the like. The reason was given why the rate was made to Oakville; it is detailed fully in the former judgment. We were told why when the Brampton rates were taken out the Oakville rate was left; that it was urged upon the company that they might be injuring certain people who had bought land there upon the strength of the rates being in existence. I did not understand then, and I do not understand now, that the railway company was anxious to leave the Oakville rate in. Indeed we were asked by counsel for the town of Brampton, upon the former application, that if we could not give the reduced fare to Brampton that we should take it away from Oakville. We, of course, declined to adopt that suggestion. Now, if the railway companies have exercised the discretion that the statute has conferred upon them in naming these points to which they will grant commutation rates, they are within their rights, in naming those or any other points they choose. That discretion is not to be interfered with unless it operates unjustly, or undue preference or discrimination follows.

We are all of the opinion that in this case it has not been shown, upon behalf of the city, that any unjust preference or any unfair or undue discrimination results in the exercise of the judgment of the railway companies that Parliament has conferred upon them the right to exercise. That no evidence has been called, as I have said, by the city. In so far as the Brampton case is concerned no new facts have been given in evidence that we had not before us upon the former application. We disposed of it then as we thought it should be disposed of, and after all that has been said and all that has been done since, we are more than ever convinced that the disposition we made of it was quite right. The application upon behalf of both the municipalities fails and must be dismissed.

There is power given in the Railway Act under section 318 to the Board to make general regulations regarding what substantially similar circumstances and conditions mean. It will probably be our duty, not so much in connection with this application, but as a matter of general policy, if we are able, to try and define what Parliament means by "substantially similar circumstances and conditions." Of course, it goes without saying, that it is a most difficult thing to deal with. It is almost impossible to lay down any hard and fast line under what circumstances commutation rates should or should not be given. I suppose that commutation rates are the forerunner of a suburban service. It is eminently in the interest of cities and their people that there should be suburban services and that people should have an opportunity of getting into the rural districts adjacent to cities expeditiously and economically. But after all it must be left largely to the good sense of those who are in the control of the railway facilities as to what services can be afforded and, within reason, what the tolls shall be. Whether we shall be able to work out any general regulations regarding this matter I am not at present able to say. All that I can say is that we are fully alive to the importance of the whole situation, quite apart from this application, and, if we are able, after careful discussion of the matter with our Chief Traffic Officer, to frame any regulations regarding commutation rates we will try to do so.

REGINA BOARD OF TRADE V. CANADIAN PACIFIC AND CANADIAN  
NORTHERN RAILWAY COMPANIES.

The Regina Board of Trade applied, under Sections 314 and 349 of the Railway Act, for a reduction on the tolls in classes 1 to 10 inclusive, from the head of the lakes to Regina, alleging that there was unjust discrimination against the applicant in favour of Winnipeg and other points in Manitoba.



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Judgment of Assistant Chief Commissioner Scott, June 22nd, 1910.

The Applicant, the Board of Trade of the City of Regina, applied to this Board for a reduction in the rates, on classes one to ten inclusive, from the head of the lakes to Regina; and pointed out that the rates to Winnipeg and other points in Manitoba are on a lower basis. It was alleged that this difference in basis constituted a discrimination against Regina.

The application was supported at the hearing by the Board of Trade of Moose Jaw.

The Canadian Pacific Railway Company and the Canadian Northern Railway Company are the only Railway Companies which are now carrying freight from the head of the lakes to Regina. The Grand Trunk Pacific Railway Company will, however very shortly be in competition with them, and was formally represented by counsel at the hearing who submitted a statement of that Company's position. The Canadian Pacific Railway Company's rates from Fort William to Regina on all the classes are the same as the Canadian Northern Company's rates to that point from Port Arthur; but in the latter case the mileage is somewhat longer.

In dealing with this application I will, for the sake of brevity, refer only to the Canadian Pacific Railway Company's rates.

The following is a comparison of the rates now in existence (See C.P.R. Tariff C.R.C. No. W. 1366) from Fort William to Winnipeg, and from Fort William to Regina, with the rate per ton mile in each class on the actual mileage.

Fort William to Winnipeg—	1	2	3	4	5	6	7	8	10
Rates, excluding Winnipeg cartage—419.	86	72	57	42	38	34	25	24	20
Rate per ton per mile for 419 miles ..	4.11	3.44	2.72	2.00	1.81	1.62	1.19	1.15	0.95
Fort William to Regina—									
Rates, 777 miles.....	176	147	117	87	73	67	49	38	38
Rate per ton per mile for 777 miles.....	4.53	3.77	3.01	2.24	1.88	1.72	1.26	0.98	0.98

Section 315 of the Railway Act provides that—

“All such tolls shall always, under substantially similar circumstances and conditions, in respect of all traffic of the same description and carried in or upon the like kind of cars, passing over the same portion of the line of railway, be charged equally to all persons and at the same rate, whether by weight, mileage, or otherwise.”

And subsection 4 of that Section provides that,

“No toll shall be charged which unjustly discriminates between different localities.”

The contention of the Companies was that the circumstances and conditions in the one case were not substantially similar to those of the other, and that they were therefore justified in charging a higher rate per ton mile to Regina than to Winnipeg. They submitted that, pursuant to certain agreements with the Manitoba Government, the rates to Manitoba points have been reduced, but that Regina was not entitled under the agreements to the benefit of these reductions. They further submitted that the greater density of traffic from the head of the lakes to Winnipeg, and other Manitoba points, than from that point to Regina, justified a lower rate basis to the Manitoba points than to Regina. And it was submitted by counsel on behalf of Winnipeg interests that that city had vested rights to the lower basis as a wholesale or distributing centre, which should not be interfered with by giving rates on an equal basis to Regina.

Dealing with the points which it was alleged by the respondents justified the discrimination in favour of Winnipeg in the order above set out, we come first to the agreement of 1888. It was made between the Northern Pacific and Manitoba Railway Company and Her Majesty the Queen, represented by the Railway Commissioner for the Province of Manitoba, and was approved and ratified by the Legislature of that Province by Chapter 2 of the Statutes passed during the second session of 1888,



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which was assented to on the 4th day of September of that year. By that Act, the Company was empowered to “acquire, complete, etc.” the Red River Valley Railway, located between the International Boundary and the City of Winnipeg, and certain extensions therein named, and by clause 19 of the agreement, which is schedule “A” to the Act, the Lieutenant-Governor-in-Council of the Province was given “full power” from time to time to fix, regulate, and determine, all freight rates and charges over and upon the said lines of railway. This agreement was modified by another agreement made between the same parties in the following year and approved by the Legislature of the Province by Chapter 17 of the Statutes of 1889, which was assented to on March 5th of that year. By clause 8 of this amending agreement it is provided,

“that the power to regulate, fix and determine rates conferred upon the Lieutenant-Governor-in-Council by Section 19 of said schedule “A” and other laws of the Province of Manitoba shall be limited so that the tolls, rates, and charges shall not be reduced so low that the net earnings of the Railway Company shall produce less than ten per cent per annum on the capital actually expended in the construction and equipment of the railway line and no reduction shall be made unless the net income of the Company shall be greater than ten per cent upon the capital so actually expended, exclusive of the aid given by the Province.”

It will be observed that no reduction in rates was prescribed by this agreement. At that time the present Canadian Northern Railway line from Port Arthur to Winnipeg was not built. Rates were fixed by the Northern Pacific on the opening of its line from Duluth to Winnipeg, which were lower than the C.P.R. rates from Fort William to Winnipeg. This was doubtless as a result of negotiations with the Manitoba Government after the agreement of 1888.

The rates then in effect between Port Arthur, Fort William, and the under mentioned points, under Canadian Pacific Tariff No. 62, May 1st, 1887, had been in effect for some years and are as follows:

	1	2	3	4	5	6	7	8	9	10
Winnipeg, Emerson, Morris...	133	112	92	69	63	49½	35	35½	49½	29
Portage la Prairie.....	141	118	94	71	64	54	38	37½	54	31½
Brandon.....	158	132	105	79	71	60½	42	41	60½	35½

After the Northern Pacific and Manitoba Government agreement was assented to on the 4th of September, 1888, the following rates were printed by the Canadian Pacific in their tariff No. 118, October 25th, 1888.

	1	2	3	4	5	6	7	8	9	10
Winnipeg, Emerson, Morris . . . . .	116	98	80	66	57	47	35	35	35	27
Portage la Prairie . . . . .	125	105	85	69	59	51½	38	37	39½	29½
Brandon . . . . .	142	119	96	77	66	58	42	40½	46	35½

But no reduction was made in the Regina rates by this tariff which left these rates as they had been for some years before, as follows:

	1	2	3	4	5
Regina.....	197	164	131	99	89

It is quite clear that these reductions in the Canadian Pacific Railway Company's rates to Manitoba were caused by the action of the Northern Pacific, which in turn was brought about by the contract with the Manitoba Government.

The other agreement with the Manitoba Government put forward by the respondents as a justification for a lower rate basis to Winnipeg than to Regina was an agreement made the 11th February, 1901, between the Government and the Canadian Northern Railway Company, confirmed by the Legislature by Chapter 39 of the Statutes of 1901, which was assented to on March 20th of that year. Under this agreement, in consideration of the guarantee of certain bonds by the Provincial



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Government, the Canadian Northern Railway Company was required to make reductions amounting together to about 15 per cent of its tariff rates then in force on all freight other than grain (elsewhere provided for) from and to points in Manitoba, and from and to points in Manitoba to and from Fort William and Port Arthur. The Canadian Northern was empowered in that agreement to take over and operate the Northern Pacific and Manitoba Railway lines. The Canadian Northern line from Port Arthur to Winnipeg was completed February 1902, and in the Company's Tariff No. 54 C.R.C., 15. April 21st, 1902, the following rates to Manitoba points were established:

	1	2	3	4	5	6	7	8	10
Fort William to Winnipeg..... ..	89	75	60	45	40	34	25	25	20
Portage la Prairie.... ..	105	88	70	53	48	40	28	29	23
Brandon..... ..	120	100	80	60	54	46	32	32	27

these rates are in effect to-day, and were duplicated by the Canadian Pacific Railway Company in its Tariff W. 54 C.R.C., No. 40, May 10th. 1902. When the reduction was made in the Manitoba rates, pursuant to the agreement of 1901, the Canadian Pacific Railway Company (voluntarily I believe) made a reduction of  $7\frac{1}{2}$  per cent in the territory between the Manitoba boundary and Canmore and Crow's Nest, and this reduced scale is still in force as the Standard Tariff.

Another agreement referred to in the argument was that between the Canadian Pacific Railway Company and the Dominion Government respecting a subsidy to the Crow's Nest Pass Line, whereby the Company agreed to make a reduction in its rates on certain commodities from Fort William and east of Fort William to points west of that City. These reduced rates were published as commodity rates. The class rates otherwise were not affected. This agreement has no bearing upon the points at issue in this case, except to show that rates west of Manitoba have been reduced as the result of Government intervention.

Before taking up the other points submitted in justification of the lower Winnipeg basis, let us consider the two Manitoba contracts. The Canadian Pacific Railway Company was not a party to either contract, and was not legally bound to make the reductions it did in favor of Manitoba. In order to hold its business, however as a result of competition it did reduce its rates to Winnipeg.

The Canadian Northern Railway Company, after these agreements had been made, got authority from Parliament, (Chapter 50 of the Statutes of 1902) to extend its lines beyond the confines of the Province of Manitoba and therefore voluntarily placed itself in a somewhat similar position to that which the Canadian Pacific Railway Company occupied when that Company negotiated the Crow's Nest Pass Agreement, regarding which the late Chief Commissioner said in his judgment in the *Vancouver Eastbound vs Winnipeg Westbound Rate Case*.—

“These reductions cannot be considered as having been forced upon the company, but were the result of an agreement which it chose to enter into for the purpose of obtaining a subsidy in aid of the construction of a line of railway— When the Statute was passed, and when the agreement was made, the law prohibited unjust discrimination between localities; and while Parliament did not stipulate for similar reductions over western portions of the Company's railway, it should not, in my opinion be considered as having authorized what would, if done otherwise, have produced unjust discrimination.”

It could not surely have been the intention of Parliament in passing Section 315 of the Railway Act to permit railway companies to create different circumstances and conditions by entering into a contract with some one and so defeat the intentions of the section. The “circumstances and conditions” which if not



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substantially similar may justify different treatment to different points. I think must be traffic circumstances or traffic conditions; not circumstances and conditions which may be artificially created by contract. The present Chief Commissioner expressed the following opinion in the Crows' Nest Pass Coal Company v. C. P. R. Case, reported in Volume 8 of MacMurchy & Denison's Canadian Railway Cases at page 41:

"The Railway Act requires that under substantially similar conditions  
"the tolls charged shall be equal to all persons, and at the same rate, whether  
"by weight, mileage, or otherwise, and any reduction or advance either direct-  
"ly or indirectly is expressly prohibited. No undue or unreasonable prefer-  
"ence or advantage can be permitted to any person or company. The object  
"of the legislation is to place everyone upon terms of absolute equality, and  
"if agreements were permitted to be entered into for reduction in tolls or for  
"other preferential treatment, the door would be opened wide for the defeat  
"of the Act, and the Board would be called upon to struggle with all sorts of  
"conditions, opinions, and complications in the determination of such cases."

It would seem to be clear from these citations that when the Canadian Northern extended its lines beyond the boundaries of the Province of Manitoba, but did not grant to these extensions the reductions it had granted to the portion of its lines within that Province, it did this subject to the prohibitions and obligations imposed by Sections 77 and 315 of the Railway Act; and it is established that agreements such as are before us do not defeat these prohibitions and obligations. The reductions made by the Canadian Pacific within the Province of Manitoba were not the outcome of any agreement. It would therefore appear that, if the Canadian Northern agreements cannot supersede the provisions of the sections already referred to so far as the Canadian Northern is concerned, no argument in favour of treating the Canadian Pacific in a different way from the Canadian Northern can be built up on these agreements.

Then as to the density of traffic contention. Originally the rates west of the lakes were all on the same basis to the Rockies, and a careful study of subsequent changes shows that the reductions that were made were brought about entirely as a result of the different agreements I have mentioned, and not because of a greater density of traffic to one locality than to another. Since it has not been an element in the making of the rates in question in the past, I do not think greater density of traffic can now be urged in justification of the discrimination established.

The contention that Winnipeg being a wholesale or distributing centre is entitled to rates on a lower basis than Regina cannot I think be adopted. It was established at the hearing that Regina was a recognized distributing centre. It is surely entitled within its own sphere to the treatment that Winnipeg enjoys within its natural zone. If there be any artificiality it exists in the extension of the Winnipeg zone to the detriment of distributing points further west. The position I take in this matter is, I think, supported by Mr. MacInnes, Freight Traffic Manager of the Canadian Pacific Railway Company, in a letter dated May 30th, 1910, and recently filed with the Board in the Mount Royal Milling Company's complaint, heard at Montreal on the 29th April last, to which the Chief Traffic Officer of the Board has called my attention. Mr. MacInnes says:

"If Montreal is to have special L.C.L. rates for redistributing purposes lower  
"than scale 'A', why should not other distributing centres such as Toronto,  
"Hamilton, London, etc., have special distributing rates? It is unnatural to  
"expect that L.C.L. shipments can be made from Montreal to the smaller towns  
"in Ontario in what may be termed the distributing zone of other centres, such  
"as Toronto, Hamilton, London, etc. The manufacturer in Montreal has only  
"paid the ocean rate, whereas the jobber in Toronto has paid the ocean rate and



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"inland carload rate. He would have just grounds for complaint if the Montreal real manufacturere could reach the same distributing centre at the ocean rate plus a special L.C.L. rate. This problem really gets back to the old question of distributing territory and Montreal, to my mind is asking for an unnatural condition. Such a demand carried to its legitimate conclusion would mean that a Toronto jobber might buy a car of cleaned rice from the Mount Royal Milling Company, pay the commodity carload rate from Montreal to Toronto, and then, in distributing to a small point, find that he is no better off as compared with the complainants, because the latter had been given by the railways a special L.C.L. rate from Montreal to the same destination. This would certainly be considered by the Toronto jobber as depriving him of his natural geographical advantage in distributing L.C.L. shipments."

It may be interesting to note in passing that the Missouri River Rate Case cited by Mr. Phippen in support of his contention on this branch of the case was reversed by the Supreme Court of the United States on May 31st last.

There has been some delay in disposing of this matter, but time had to be taken for a very thorough examination of the rate situation in the Western Provinces.

I am of the opinion that it has been proved that the special class freight tariffs of the Canadian Northern Railway Company and the Canadian Pacific Railway Company between Port Arthur and Fort William and points west thereof unjustly discriminate in favor of Winnipeg and other points in the Province of Manitoba to the prejudice and disadvantage of Regina and Moose Jaw and other points west of that Province, and that the Companies should be required to reduce their rates so as to remove this discrimination by publishing and filing new tariffs to take effect not later than April 1st, 1911.

Mr. Commissioner McLean concurred.

Upon the application of the respondent railway companies, leave to appeal to the Supreme Court of Canada from the Order of the Board in this matter was granted.

Judgment, Chief Commissioner Mabee:

We think that if the position were reversed and this case had gone adversely to the Regina Board of Trade, and they had come here now making an application for leave to appeal, it would be only fair to grant them leave, provided they showed the same state of facts explaining the delay that are shown in this affidavit of Mr. Beatty's. If upon that state of facts the Board of Trade should get leave to appeal we think it is only fair that the Railway should get the same sort of treatment.

Then there is this additional feature in connection with this matter, that this really is not final. This Order is not final. I mean by that as pointed out during the argument, any other town or city in the west may raise this same complaint, and if it were decided as the Edmonton Case and the Kenora Case were decided, it would be open to these Railway Companies to make application for leave to appeal, and if the Board thought there was a question of law involved it might or might not grant leave.

Now, the result would be, if we refuse to grant leave in this case, that perhaps a case in a very short time might arise which would be very much more elaborately developed at the hearing, and the Board might in that case think it proper to grant leave to appeal, in which event this whole question would come before the Supreme Court. If we refuse leave now, either upon technical grounds, or for any other reason and have these tariffs go into effect with reference to these three points, then in the event of application from other places arising and leave being granted to appeal, and the appeal being successful, it would create confusion and disorder with regard to the traffic conditions at Regina, Kenora, and Edmonton that should not be permitted to exist.

There is not any question but that the matter involved here is one of very considerable magnitude. Apart from that, it is a question that is entirely novel, as far



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as our railway jurisprudence is concerned, and it is a question which in all fairness, not only for the carriers, but for the business and mercantile community, the views of the Supreme Court should be taken upon.

We have applied what the judgment calls for in two cases subsequently to the rendering of the judgment in the Regina Case. We thought that the same result must follow with reference to Edmonton and to Kenora, and there is no question that the same result must follow with reference to all of the other points in the west.

That is an important situation, not only for the railway companies but for the public, so we think that if there is any question of law involved it is of sufficient importance and magnitude to justify granting leave to appeal.

Now, the second question arises; is there any point of law involved in the disposition of the Regina Case? We think there is. We think that the statement appearing in the first paragraph of the Notice of Motion develops a question of law. The judgment proceeds upon this basis, namely, that because of certain legislative enactments and contracts and the establishment of certain rates growing out of those contracts and statutes in Manitoba, in effect similar or the like rates should be given in Saskatchewan. In other words, the rates in Saskatchewan appearing much higher than the rates in the sister province of Manitoba, the railway company adduces its reason—I presume under Section 77—for the purpose of showing that that is not discrimination, that reason consisting of these statutes and these agreements. The reply made is that that is not an answer. It seems to us, whether that is or is not an answer is a question of law, and that will be the question of law, that, in the opinion of the Board, should go to the Supreme Court.

We think there should not be any unnecessary delay in connection with this matter, and in granting this leave the railway companies must undertake to get this case set down for hearing at the present sittings of the Court, unless in the view of the Supreme Court itself or a judge the case should not be set down. The Railway Companies must do everything in their power to get the case on for hearing at the present sittings and the Respondents must facilitate.

The question will be that first paragraph of the Notice of Motion.

*Stewart v. Canadian Pacific Railway Company.*

The complaint was that the charge for carrying a marble slab to the freight shed of the railway company from the premises of the consignor at Montreal was excessive. Judgment, Assistant Chief Commissioner Scott, July 9, 1910.

The complainant purchased a marble slab from Messrs. B. & S. H. Thompson & Company, Limited, Montreal, which was shipped to him at Hamilton by C. P. R. freight.

The carting for the Canadian Pacific Railway Company in Montreal is done by the Dominion Transport Company under a contract by which the railway company gives the transport company "the sole and exclusive right to cart . . . out ward freight to the freight sheds of the company." in the city of Montreal, at certain rates therein enumerated, all goods which are to be shipped over the lines of the railway included in classes 1 to 5 inclusive in the Canadian Classification, with certain exceptions, with which we are not now concerned. The consignors notified the transport company whom they knew to be the cartage agents for the Canadian Pacific Railway Company. The transport company carted the marble slab to the Canadian Pacific Railway Company's freight shed and charged \$1.50 for the service, which was included in the Canadian Pacific Railway Company's freight bill and paid by the consignee at Hamilton. The consignee then complained to the Board that the charge for cartage was excessive.

The Dominion Transport Company is not under the jurisdiction of the Board, and were it not for its contract with the Canadian Pacific Railway Company, we would have nothing to say in this matter.



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Sub-section 5 of section 314 of the Railway Act as amended by section 11, ch. 61, of the Statutes of 1908 is as follows:—

“No tolls shall be charged by the company or by any person in respect of a railway or any traffic thereon until a by-law authorizing the preparation and issue of tariffs of such tolls has been approved by the Board, nor unless otherwise authorized by this Act, until a tariff of such tolls has been filed with and where such approval is required under this Act, approved by the Board; nor shall any tolls be charged under any tariff or portion thereof disallowed by the Board; nor shall the company charge, levy or collect any toll or money for any service as a common carrier except under the provisions of this Act.”

And sub-section 30 of section 2 of the Act as amended by section 9 of chapter 61, of the Statutes of 1908, provides that,—“toll or rate means and includes any toll, rate (charge or allowance charged or made either by the company..... or by any person on behalf or under authority or consent of the company, in connection with the.....carriage, shipment, transportation, care, handling or delivery of goods.....and includes also any toll, rate, charge or allowance so charged or made for.....the collection or cartage..... in respect of goods transported.....or to be transported.”

In this case the \$1.50 charged for cartage was under the authority or consent of the company, and therefore was a toll within the meaning of the section of the Act just referred to.

The company's cartage tariff No. E.3807, C.R.C. No. E.1305, does not contain any item covering a charge for carting marble slabs in Montreal. In fact the tariff especially excludes marble slabs. Nevertheless, the company has in fact collected a toll, within the meaning of the Railway Act, which does not appear in its tariff. This is prohibited by sub-section 5 of section 314.

I am, therefore, of the opinion that the railway company had no legal right to collect the \$1.50 toll, and that an order should go declaring that the toll charged was illegal.

Chief Commissioner Mabey and Mr. Commissioner Mills concurred.

*City of Prince Albert v. Canadian Northern Railway Company.*

The Canadian Northern Railway Company applied for leave to appeal to the Supreme Court on questions of law arising upon an Order of the Board approving of crossings by the Company's railway of highways in the City of Prince Albert, which imposed the condition that the railway company compensate the land owners on the highways for damages (if any) suffered by them by reason of the location of the railway along the highway.

The facts are fully set out in the judgment of the Assistant Chief Commissioner. Judgment, Assistant Chief Commissioner Scott, October 5th, 1910.

“At the sittings of the Board at Ottawa, on the 20th September last, counsel for the Canadian Northern Railway Company applied to the Board for permission to set down for hearing, at a future date, an application to the Board for leave to appeal to the Supreme Court of Canada, on questions of law, on the order of the Board, dated 21st July last, and numbered 11268, approving of the street crossings of the Canadian Northern track, in the City of Prince Albert, on condition that the railway company compensate the land owners on the highways for damages, if any, which they may suffer by reason of the location of the railway along the highway.

That condition was placed in the order because of an application heard by the Board, consisting of Mr. Commissioner McLean and myself, at Prince Albert, on the 18th October, 1909, by Charles McDonald, who contended that the construction of the railway on the highway in front of his premises did him considerable injury. At the



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time this application was made in Prince Albert, the location plans of the railway at the point in question had already been approved, but the highway crossings had not.

Sometime prior to the sitting in Prince Albert, Commissioner McLean and myself had heard the application of the Grand Trunk Pacific Railway Company for the approval of location plans of its railway on Hardisty Street, Fort William. In approving of these location plans a condition was attached that the land owners abutting on the street must be compensated for damages, if any, caused by the location of the railway on the highway. Upon examining the location of the tracks on the highway in Prince Albert we came to the conclusion that if the residents on Hardisty Street, Fort William, would suffer damage because of the location of the railway on the highway, those in a similar position in Prince Albert would also suffer damage.

Upon learning that the Grand Trunk Pacific contemplated appealing to the Supreme Court of Canada against our Hardisty Street, Fort William, order, on the ground that we had no jurisdiction to impose the condition respecting damages, we decided not to issue any order in the Prince Albert case until the Supreme Court should render a decision in the Hardisty Street, Fort William, case.

The Supreme Court, at a later date, having decided that the Board had jurisdiction to issue the order it did in connection with Hardisty Street, Fort William, and the Canadian Northern having applied for approval of its street crossings in Prince Albert, we, on the 21st July last, issued Order No. 11268 above referred to.

Counsel for the Canadian Northern Railway Company now points out that while the conditions on the ground may be somewhat similar, that section 159 of the Railway Act, under which the Hardisty Street, Fort William, order was issued, is entirely different from the provisions of section 237 under which the Prince Albert order was issued, and urges that the Board had not the jurisdiction to attach the conditions it did in this case.

Counsel's contention may, or may not, be well founded. I do not propose now to express an opinion on the point of law he raises. Either the Board had, or had not, jurisdiction to make the order complained of. We assumed that we had. If we had not, the railway company has the right under the Railway Act to apply to a Judge of the Supreme Court of Canada for leave to appeal to that Court.

The Chief Commissioner has already decided in the Gatineau Train Service case that where the question of law is one of jurisdiction, the proper course is for the party who disputes the jurisdiction to apply direct to a Supreme Court Judge for leave to appeal to that Court, and that we should not, under our powers to submit questions of law to the Supreme Court, submit a question which is really one of jurisdiction. Therefore, I am of the opinion, that we should not permit the railway company to set down for hearing an application to the Board for leave to appeal to the Supreme Court of Canada in this case.

MR. COMMISSIONER McLEAN Concurred.

*City of Regina v. Canadian Pacific Railway Company.*

This was an application by the City to extend Broad Street by building a subway under the yards of the Railway Company, the City consenting to close Hamilton Street crossing the railway yards at grade. A crossing of necessity had been established at Hamilton Street and acquiesced in by the railway company for many years. The railway company contended that Hamilton Street was a mere trespass crossing and the public could be prevented from using it at any time; that if the application was granted, the crossing would be junior to the railway, and the whole expense should be borne by the City.

Judgment, Chief Commissioner Mabey, October 12th, 1910.



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The City of Regina asks permission to construct a subway under the yards of the railway company by extending Broad Street to the north and offers to consent to the closing of Hamilton Street, passing the necessary by-law for that purpose, if such a subway is constructed. The two questions involved are (1) whether such a work would interfere with the proper operation of the railway and (2) whether the railway company should contribute to the cost, if the work is thought necessary.

There is no doubt that the public is at present suffering great inconvenience by reason of insufficient crossing facilities, the city is cut in two by the railway with no crossing for a mile through its central part, except the level crossing at Hamilton Street, admitted to be extremely dangerous to the public and inconvenient to the company in the operation of its trains. The needs of the city demand some more convenient and safe method of crossing, and the majority of opinion seems to be that Broad Street extended to the north would afford the greatest convenience. It is out of the question that this could be a level crossing; it would run through the railway yards, crossing more than a dozen tracks.

An overhead bridge is impracticable, so, if Broad Street is extended, it must be by means of a subway. It is clear that such a work can be performed without any inconvenience to the company in the operation of its trains, the only point being to what extent, if any, the lands of the company should be encroached upon for the approaches to the subway. The company has acquired this land for the purpose of affording the public suitable facilities and its present and future needs must be provided for, and this feature must be taken care of in any plans finally adopted. The public must have reasonably convenient and safe access through a main artery running north and south through the city and so leave must be granted for the construction by the city of a subway under the railway lands by the extension of Broad Street northerly.

The second and more serious and difficult question is as to how the expense of this work shall be borne—whether entirely by the city, or whether the railway company should contribute. This crossing would be junior to the railway: and ordinarily where a highway is extended across railway lands, the expense is borne by the municipality. The question is whether that rule is applicable to the facts of this case. The railway company through its trustees laid out and sold the town plot of Regina; crossings were provided at the east and west ends, a mile apart. The north and south intermediate streets all ended at the right-of-way of the railway company. It could not be expected that such a condition could continue, if the place was to become one of importance. It is now the capital of a large and rapidly developing province, a wholesale jobbing and manufacturing centre; and long since the public needs compelled the establishment of a crossing between Albert Street on the west and Winnipeg Street on the east. A crossing of necessity was established at Hamilton Street. For many years this was acquiesced in by the company; it saw the necessity of the situation and the reasonableness of the public using the crossing there established.

At the hearing at Regina, it was contended that this was a mere trespass crossing and that the company could at any time prevent the public from using it. This argument, of course, was advanced to show that the company would obtain no advantage from the city consenting to its closing and obtaining no advantage from the abolition of a level crossing through its yards, should not contribute to the expense of the Broad Street subway. The latter street is one block east of Hamilton.

Upon reference to the Board's records I find that on October 5th, 1905, an order was made, of which paragraphs 3 4 and 5 are as follows:—

"3. That leave be, and it is hereby, given to the applicants to open up and extend the said Hamilton Street across the line of the said Canadian Pacific Railway Company at the point shown on the said plan on file with the Board under reference



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No. 14601, file No. 999, and that planking sixteen feet in length be laid and maintained by the said company between the outside rails of each track; but that any sidewalk desired to be constructed by the applicants shall be done at its own expense, and the grading of the said highway between the tracks of the company to be done, and the approaches thereto to be made and maintained by the applicants at their own expense.

"4. That the work of carrying the said highway over the tracks of the Canadian Pacific Railway Company shall be done under the supervision of an engineer of the Canadian Pacific Railway Company.

"5. That the Canadian Pacific Railway Company shall keep a watchman at the said Hamilton Street crossing from 7 o'clock, a.m., to 11 o'clock p.m. daily, and shall provide the necessary shelter for said watchman; one-half of the expense of the said watchman shall be repaid to the company by the applicants within one month of the account therefor being rendered by the said company to the applicants, said account to be made up to the first of January in each year, so long as said watchman is maintained."

By a subsequent order the planking was directed to be 22 feet in width, instead of 16.

This order was complied with; and Hamilton Street became, as I understand the situation, a public highway.

On December 9th, 1909, the railway company made an application "to divert Hamilton Street and to cross the said street thus diverted by a branch of its railway."

On December 13th, leave was granted as asked, the city consenting. None of these features were before the Board when this question of subway was discussed at Regina; so we are without the advantage of hearing the views of counsel upon them.

When the matter was before the Board at Regina, in October, 1905, the following discussion took place:—

"Mr. Dennis (assistant to the First Vice-President, C.P.R.):—I have asked Mr. McMullen to let me make a statement in regard to this crossing question because there are certain features, apart from the legal aspect, that I think should be considered in connection with this Hamilton Street crossing as well as others that may come before the Board. We admit perfectly frankly that in the case of Regina, and a large majority of other points in the west, the question of crossing over out right-of-way is a very serious one. I pointed out last year that in a large majority of the cases the construction of the railway preceded the laying out of the town plots. The town plots unfortunately were surveyed on both sides of the railway line, and in registering plans on the town lots on the property which belong to the railway company, they were not registered to extend the streets across the track. There was no dedication on the part of the company of streets to constitute public crossings. Settlers have come in very rapidly in a great many instances and the situation has become very acute. In a large majority of cases in the west, I am glad to say we have been able to arrive at a satisfactory arrangement with the municipalities, or with the local government dealing for them, so that there have been very few cases in which it is necessary to come to the Railway Commission to order crossings. At the points where we have come to agreements, of course, we understand it is necessary that we should file with the Commissioners a plan so that the necessary order could be made constituting the crossing agreed upon as legal. That was the procedure we were endeavouring to follow at Regina. The company realized—and I take the responsibility of admitting it on their part—that there is a certain responsibility with regard to these crossings which would not be upon them if they had not owned and surveyed the town plots. I made that statement in accordance with the plans; it is true they did not show crossings but that was a greater or less responsibility



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upon them in connection with the location of these town plots on both sides of the track.

The situation is accentuated in a great many instances from the fact that a larger part of the city is on one side of the track, and between the city and the track we have grown up a long line of warehouses and elevators which render the track blind from the south side.

We also have the situation which is accentuated here of the station being on the south side and the crossing which is pressed for by the city being a crossing immediately between that station and this line of elevators and warehouses. This matter has been under discussion for a considerable time and we made a definite agreement with the city to provide a crossing through our yards at some point between the easterly crossing which you visited and the westerly crossing at Albert Street. We asked the city to signify where they wanted that crossing by a resolution of the council. The council, I understand, received petitions with regard to a crossing at Broad Street and another at Hamilton Street, and ultimately decided that Hamilton Street was the desirable crossing. That was followed by certain negotiations with the city, as to coming before the Board for the consent of the Board to the opening of that crossing. That was an agreement on the part of the railway company that a legal highway should be created through our right-of-way, where it does not now exist. We have had before the city an agreement covering those negotiations and I wish to put that agreement in now as containing the views of both sides, but on that agreement we could not arrive at an amicable decision. The agreement is short and I would like to read it.

Memorandum of Agreement, made and entered into this                      day of May, A.D. 1905.

Between:—

THE CANADIAN PACIFIC RAILWAY COMPANY, hereinafter called "the said Company," Of the First Part,

and

THE CITY OF REGINA, hereinafter called "the said City," Of the Second Part.

Whereas for some years past the public without legal authority and permission in that behalf has been crossing and re-crossing the right-of-way and tracks of the said company in the said city at a point near where Hamilton Street in the said city as shown on a plan of the said city registered in the land titles office for the Assiniboine Land Registration District as old No. 33, would, if continued across the said right-of-way and tracks intersect the same, and the said city has requested the said company to consent to an order being made by 'The Board of Railway Commissioners for Canada,' authorizing the construction by the said city of a level highway over the right-of-way and tracks of the said company at the said point.

Now, therefore, this Agreement witnesseth as follows:—

1. The said company hereby consents and agrees to an order being made by 'The Board of Railway Commissioners for Canada' authorizing and empowering the said city to construct a level highway over its right-of-way and railway tracks, connecting South Railway Street and Dewdney Street in the said city by continuing Hamilton Street northerly and easterly from South Railway Street at its present width as appears by the registered plan of said city as aforesaid across the said right-of-way and tracks as shown by the plan and profile bearing even date herewith, signed by the parties hereto, which are to be taken, read and construed as a part of this agreement.

2. It is mutually understood and agreed by and between the said company and the said city that said order authorizing and empowering the construction of said highway



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as aforesaid shall contain a provision whereby the said city shall be made liable for and chargeable with the due and proper observance and performance of all terms and conditions that may at any and all times hereafter be imposed by the said 'The Board of Railway Commissioners for Canada' for the protection, safety and convenience of the public in connection with or by reason of the construction of said level highway over and across the right-of-way and tracks of the said company at Hamilton street in the said city as aforesaid.

In Witness Whereof the said company has executed this agreement by

And the said city by resolution of the council thereof has caused its corporate seal to be affixed hereto and its Mayor and Clerk to execute the same.

The Canadian Pacific Railway Company,

By.....

Hon. Mr. KILLAM: That is what you propose now?

Mr. DENNIS: That is what we asked the city council to adopt but unfortunately they did not see their way clear to do so. Although we have not received the notice required by the Act in this case, we do not raise any technical objections, but we ask that before any order is made by the Board with reference to crossings in Regina, we be given sufficient time to file with the Board a plan showing proposed changes in Regina, under which we will move the yard out of the city further east. The moving of that yard will put us in a position to suggest some other point where a crossing can be obtained through our right-of-way within the city limits, and where there would be less danger to the public than by opening Hamilton Street.

Hon. Mr. KILLAM: What time do you want for that?

Mr. DENNIS: A few months; it would be necessary to make surveys in connection with the proposed extension.

Hon. Mr. KILLAM: That would be two months before you could get the plan, and what time would you take to have the changes completed?

Mr. DENNIS: We could not undertake to do anything in connection with moving the yard before next year. The appropriation for that work would have to be considered by the management at the beginning of the year; it is a matter of very considerable expense, and we have spent a large sum of money on the yard as it is now. But the officials operating the division are all of opinion that it would be in the interest of the company and the public to move this yard. If the yard were moved so as to leave nothing but the passing track, the coach track for the Prince Albert Line, and the track used with the present elevators and warehouses, we would get rid very largely of the movement of all trains there, except through trains. We would be able to take off our shunting at the present yard. I admit there is a necessity for a crossing and in this agreement we have asked only that the city should be at the cost of maintenance and providing the appliance as ordered by the Board, and only such as are ordered by the Board. We think that before the Board eventually rules on the subject of where this crossing is to be we should be given time to file these plans, which I claim will show a better solution of the crossing question than that on Hamilton Street.

Mr. JOHNSON (city solicitor): This matter has been in negotiation for over one year, and the city are at the mercy of the Canadian Pacific Railway. To-morrow they may say that we must stop crossing Hamilton Street, and we would be compelled to resort to Albert Street and Winnipeg Street, which would be a matter of great inconvenience to the inhabitants.

Hon. Mr. KILLAM: Suppose Mr. Dennis were given time and they should stop you from crossing there, we might then interfere and make an order. I think it would be a great advantage to the city if they move their yard, and if you had only a



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small number of tracks to cross you would get rid of the present eye-sore in the middle of the city.

Mr. JOHNSON: Yes, but at a certain moment the Canadian Pacific Railway is not in a position to say when this change will take place. The city does not wish to put the Canadian Pacific Railway to any inconvenience but if the Canadian Pacific Railway were to stop us crossing Hamilton Street, we would be greatly inconvenienced. That temporary crossing is dangerous as at present constructed, and if we had authority to force the company to construct a better crossing, or if we were ordered by this Board to construct it ourselves, we could be in a position to go ahead. It doesn't mean very much expense. In its present condition it is dangerous and some further protection should be given to those who use it, either by proper sidewalks or the right to stop train or that trains can only use the crossing for a certain time. At present they may run a freight train across and keep the people waiting half an hour. I submit there should be an order issued to compel the company to allow this crossing to be used until such time as they are able to come to the Board and suggest some other crossing.

Hon. Mr. KILLAM: There is a difficulty about that. The Railway Committee of the Privy Council ordered a certain crossing temporarily in Toronto and the Court held that the Railway Committee had no power to authorize the making of a temporary crossing.

Mr. JOHNSON: That could be overcome by ordering this a permanent highway crossing and it could be afterwards changed if necessary.

Hon. Mr. KILLAM: It might be a question as to whether we had authority to close up afterwards. Under your Statute could you close with the assent of the Railway Commission?

Mr. JOHNSON: I think so.

Hon. Mr. KILLAM: What provision have you for closing streets when they are once open?

Mr. JOHNSON: We have the power to close after advertisement. I do not think there would be any difficulty in the way there.

Hon. Mr. KILLAM: We could probably make an order with the condition that if the Canadian Pacific Railway within a reasonable time move its yards, you will submit to the Board and abide by its direction as to closing?

Mr. JOHNSON: Yes, but it appears to be that the removal of that yard from here east as suggested by Mr. Dennis would make it all the more convenient to have Hamilton Street remain a highway crossing.

Hon. Mr. KILLAM: It might not be convenient to have the crossing quite so close to a passenger station, and some other method might be availed of in the changed condition of the yards.

Mr. JOHNSON: We would consent to anything of that description if in the opinion of the Board it were proper.

Hon. Mr. KILLAM: It might appear proper according to the new plans. There is considerable objection to having a crossing so close to a passenger station.

Mr. JOHNSON: That difficulty suggested itself to me.

Dr. MILLS: No one has indicated what was the real point of difference between the city and the company with reference to this proposed agreement.

Mr. JOHNSON: If you read that agreement carefully you will see that if we consent to it, it would give the right to the Canadian Pacific Railway in default of our carrying out the terms of the order made by your Board, to bring an action in the provincial courts against us. We do not intend that this matter shall be removed from the jurisdiction of the Railway Commission.

Mr. Dennis: That is not our understanding. We say that for the purpose of expediting this matter we will consent to have the crossing at Hamilton Street



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declared a legal crossing. There is no crossing there now. We consent to this. But it is a bad crossing from an operating standpoint. We have extended our passing platform down east of the watertank, so that we would be able to hold our passenger trains without standing across Hamilton Street.

Until that extension was made last year, the passenger trains used to stand over Hamilton Street. In laying out this yard last year we took particular care to make the west yard start west of Hamilton Street, and instead of continuing it through as we do in all our yards, we have another yard east of Hamilton Street. We might have made Hamilton street five hundred times a worse crossing than now by making our yard a continuous yard. The principal difficulty between the company and the city is, that in that agreement we set out that the city should bear the cost of the appliances which are ordered by the Board for the protection of that crossing and the city has refused.

Mr. JOHNSON: I do not understand that we have to depend upon an agreement to authorize the Board to direct that.

Hon. Mr. KILLAM: Not at all.

Mr. JOHNSON: I cannot see anything in the agreement except that we are bound to do something and the company is bound to do nothing.

Hon. Mr. KILLAM: If you assented to that agreement and if further protection were ordered from time to time, it is possible the Board might hold you bound to provide it.

Mr. JOHNSON: As I understand it, the agreement more or less places us in the position that we are placed in under section 186, and if so, it is not necessary.

Hon. Mr. KILLAM: Under section 186 we might order the company or the city to bear all expense, or we might divide the expense between you. But if you enter into this agreement you will have to bear it all.

Mr. JOHNSON: It doesn't say that.

Hon. Mr. KILLAM: That is what it means.

Mr. JOHNSON: It merely says we are to be bound by the conditions imposed by the Board.

Hon. Mr. KILLAM: I think they were trying to bind you to something more. However, you have not agreed to it, and it is not necessary to consider its effect.

Mr. JOHNSON: The first agreement made other conditions to which I objected as City Solicitor, and this agreement was brought in to-day.

Mr. DENNIS: This agreement is before the city since the 18th of August.

Mr. JOHNSON: The first agreement submitted to us made us not only liable for the construction, but liable for any damages which occurred from even the negligence of a servant of the railway company, which was absurd. That is the difference between the two agreements.

Hon. Mr. KILLAM: We will not take any definite step in regard to the matter to-day at any rate. We have not before us the application of the city or the plans to know whether they have been regularly deposited. We will possibly do nothing until we get back to Ottawa. In the meantime, Mr. Dennis can get in his plans in the shortest possible time. We would not wait a year but we might make an order that if the work was completed before a certain date we would make an order for a crossing at some other place.

Mr. DENNIS: We will get that information before the Board at the earliest possible moment. It will take some time, and I cannot exactly say when that will be.

The statements of Mr. Dennis place the company in exactly the position I should have held it to be in quite apart from his fair and candid admission. In the circumstances of the case there is the strongest moral responsibility to remedy the conditions brought about by the company for its own advantage; and the result of this opinion is not brought about by the perusal by me of the record of



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1905, nor do I treat what Mr. Dennis then said as any admission against the company; but reference is made to the statement only for the purpose of showing the history of the present Hamilton Street crossing, and that the company always fairly and properly recognized its responsibility in the matter.

It seems from the above that the opinion of the late Chief Commissioner was that a highway crossing once legalized could not be closed by the Board. Hamilton Street is a legal highway and so can be closed only with the consent of the city council. In these circumstances, by the closing of Hamilton Street the railway company is obtaining the advantage of ridding itself from the danger and inconvenience of a level crossing through its yards, by diverting this traffic one block east through the subway. Again the freight sheds are located on the north side of the tracks near Hamilton Street. All this traffic to and from those sheds will be saved the dangers of the level crossing at Hamilton Street, and the company will be saved the expense of protecting the Hamilton Street crossing; so it is clear that all these matters work to the advantage of the company and that it should contribute to the cost of the subway.

I think a fair distribution would be as follows: the city should do all excavation and paving, erect all substructures, drain, light, &c.; the railway company should erect all the superstructures to carry its yard and trains over the subway, and should provide such land for the approaches as an engineer of the Board may determine, in case the parties are unable to agree. The city should take care of abuttal damages (if any), as to the Broad Street subway, if the railway company makes provision for approaches through its land that the Board's engineer may think reasonable, bearing in mind, as above noted, that the company is entitled to make proper provision for future tracks. If on the other hand the engineer is of opinion that the company is not making reasonable concessions upon this head, thereby imposing upon the city unreasonable abuttal damages, the engineer shall refer the matter again to the Board for determination as to the division (if any) of these damages. The city must pay the abuttal damages (if any), by reason of the closing up of Hamilton Street and pass a proper by-law for such closing. The city should file amended plans without delay, furnishing the company with copies. Upon approval finally of the plans by the engineer of the Board, the work may be proceeded with and should be completed within, say, one year, unless the parties otherwise arrange. The sum of \$5,000 may be paid out of the railway grade crossing fund to the city, and that sum shall be divided between the city and the railway company in the proportion that the outlay incurred by each bears to the total cost of the work; any dispute as to this division to be settled by the Board's engineer.

October 21, 1910.

Since the foregoing was written, a further submission upon behalf of the company has been received from Mr. F. W. Peters. Apart from any responsibility resting upon a railway company to provide crossings, where it lays out a townsite and reaps the benefit of the enhanced value of the land, there is much force in the contentions advanced by Mr. Peters. It seems to me, however, that this responsibility cannot be escaped; the illustration of the senior and junior road would apply, apart from the situation as above indicated. Again, the Board has always relaxed this rule in favour of the railway companies where separation of grade is made, at points where the highways are senior. If this rule of seniority were strictly applied, the railway company would be compelled to bear the whole cost where it was junior to the highway; but the practice has been for the municipalities to contribute, although the highway was long senior to the railway. This has been put upon the ground that traffic on the highway had increased since the location of the railway. This, however, is no logical reason. The highway is laid out for traffic and all the public have the right to use it, and increased user by the public should not commit the local municipality to expenditure to remove a danger brought upon the highway by a railway company. But the truth



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is, municipalities have been asked to contribute, because if the cost were placed entirely upon the railway company, the necessary work of grade separation could not be carried out to the extent necessary in the public interest. The fear is expressed by Mr. Peters that municipalities would learn to apply, under section 237, for a level crossing, and then use the order to compel contribution towards a subway, in contemplation from the start. The Board can always protect the company from injury from such a proceeding; and so far as I am concerned, as before stated, I am of opinion that in the present case the company should contribute, because it brought about the present intolerable situation by laying out a town and not providing proper access from one part to another. Where this condition does not exist railway companies need not fear that the opening of a street, under the discretionary powers of the Board, over their land will render them liable to contribute towards the expense of getting rid of the crossing so established.

Mr. Commissioner Mills concurred.

*Bayly v. Bell Telephone Company of Canada.*

This was a complaint that the toll of \$45 charged by the Telephone Company for the rental of a telephone in a nurse's residence, used also as her office, was excessive, and not justified by the amount of user.

Judgment, Chief Commissioner Mabee, October 15th, 1910.

In this case which was heard yesterday, the Board has had an opportunity of discussing the facts that were developed and of considering them, and have arrived at a conclusion which may as well be announced at the present moment.

Miss Bayly, in her written complaint, states that she is a trained nurse, and, from what was said yesterday, it appears that she is practising her profession as such in this city. She has a telephone at her residence, No. 317 College Street. In her complaint she says that her house telephone is used incidentally, the same as a professional or a business man uses his on private business, and also professionally in a casual way. Her business use of the telephone would average about once a week.

The company insists on charging her at the same rate as for a business telephone, namely, \$45 per year, instead of \$25 per year. Her contention on the application and upon the presentation of the case being that under the circumstances disclosed the company is in error in charging her \$45 per year, and classing her among the body of telephone subscribers known as business subscribers, and that she should be charged upon the basis of \$25 instead of \$45 per year.

The question is not free from difficulty. It would appear from the facts as presented, that for a professional or business use, telephone subscribers whether professional, manufacturers, merchants or those engaged in any other line of business, are put in the one category, of business telephones.

This lady uses her telephone for the purposes of her profession or business as nurse. It is true, it would appear from what was said yesterday (and the facts were not controverted) that the telephone is not used very frequently; and one can well understand that possibly a nurse, being engaged on some important and serious case might be absent from her home or place of business for one, two, or three months at a time, during which time her telephone would be of little or no use to her in a business way, and probably would be only used for the purpose of communicating with the other inmates of her house.

But it seems to us impossible that a business telephone may become a non-business telephone because of its infrequent use. One man may use his telephone for business purposes 50 times a day; another man may not use his telephone for business purposes once a week. There is no way of differentiating between those two telephone subscribers. In one feature of it, it seems to some extent inequitable, that the man who uses his telephone once a week should pay as much as the man who uses his tele-



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phone 50 times a day, but after all, the telephone is there for his purposes. It is open to be used by him if his business demands the use of it, just as much as is that of his neighbour.

It seems to us that it is impossible to deal with cases of this sort other than in a broad way—that every telephone that is used for business purposes should be put in the business class, and that every private or residential telephone should stand in its own class.

It was contended by Mr. Bayly that his sister's case stood to some extent in the same position as that of a business or professional man who has a telephone at his office or place of business, and another at his residence, and that her telephone was more in the nature of a residential telephone.

It seems to us that this is not a parallel case. It might be if Miss Bayly had a place of business or an office down town, like a dentist, a doctor, a lawyer, and another at her house. In that case, of course, she would be in that category, and the house telephone would only carry the house toll, although used occasionally for business purposes.

Everybody knows that professional and business men use their house telephones for business or professional purposes. That arises out of the necessities of the case, it is expected when the telephone is put in, where there is a telephone at the office, the factory, or the place of business, and another telephone at the house. The company have established the reasonable practice of charging for one upon a business basis and for the other upon a residential basis.

The case, it seems to us, resolves itself simply into the position that this lady, practising her profession, has a telephone at her house, which is also a place of business, and that she uses the telephone for the purposes of her profession.

She is just like a dentist would be who had an office at his house. That would be a business telephone. She is like the lawyer, or the doctor who has an office in his house; a telephone there would be a business telephone, and would be charged for upon a business basis.

That she does not use her telephone frequently cannot take her out of that class and put her into the residential class.

It seems to the Board that upon the whole case her complaint fails and that the relief asked for by her must be refused.

*Mount Royal Milling and Manufacturing Company V. Grand Trunk and Canadian Pacific Railway Companies.*

Complaint was made that tolls charged on rice cleaned in the Province of Quebec and shipped to Montreal to other Canadian distributing points, unjustly discriminated against the applicants, and that preferential tolls were charged on rice cleaned in Great Britain or foreign countries, carried by ocean steamships to Montreal, and there reshipped in competition with the applicants.

Judgment, Mr. Commissioner Mills, November 1st, 1910.

The complaint of the Mount Royal Milling and Manufacturing Company, whose mill is on the Lachine Canal, at Côte St. Paul, Que., is two-fold:

1st. That the Grand Trunk and Canadian Pacific Railway Companies unjustly discriminate against rice cleaned in the Province of Quebec, by giving preferential rates on rice cleaned in Great Britain or foreign countries, carried by ocean steamships to Montreal, and re-shipped by rail from Montreal wharf in competition with the product of the applicant's mill.

2nd. That the rates on cleaned rice from Montreal to Canadian points are unreasonably high compared with the rates thereon from Boston through Montreal to the same points.



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The answer of the railway companies, made by Messrs. John Pullen of the G. T. R. and W. R. MacInnes of the C. P. R. is that there is no discrimination within the meaning of the Railway Act (sec. 315) and no commercial necessity for a reduction in the rates complained of.

## IMPORT RATES.

The railway companies maintain that their import rates are proportionals of through ocean-and-rail rates from Great Britain, and that as such they cannot fairly be compared with their domestic rates, which are on traffic carried under dissimilar "circumstances and conditions." They also state that these rates are kept down by competition with the traffic on competing lines of railways in the United States. It is, however, to be noted that the import rates of Canadian railway companies via Montreal are somewhat lower than the lowest of the import rates charged by competing lines of railway in the United States to the same points in Canada; but this fact is, no doubt, due to two or three things; first, the determination to divert as much as possible of the import traffic to the St. Lawrence route; second, the necessity of off-setting the higher rates of marine insurance; and, third, a very praise-worthy desire to protect the port of Montreal and increase the traffic of the steamships which sail to and from this Canadian port.

Without endeavouring to determine the importance which should be attached to each of the above statements, I have no doubt that, taken together, they fairly account for the import rates of the Grand Trunk and Canadian Pacific Railway Companies on rice, as on other commodities.

## DOMESTIC, OR LOCAL RATES.

The domestic rates on rice from New York to Detroit and Chicago and the import rates from New York to the same points are identical; the domestic rates on rice from Boston to Detroit and Chicago are two cents per hundred pounds higher than the import rates to the same points; and, *in carload lots*, the domestic commodity rates on rice from Montreal to distributing points in Canada are, where unequal, from one to three cents per hundred pounds higher than the import rates to the same points,—from which it appears, and it is so admitted by the Applicant Company, that there is little or no ground for complaint against the domestic rates on rice in *carloads* from Montreal to points, say, in the Province of Ontario; but the domestic rates on *less-than-carloads* of this commodity call for further consideration.

The domestic rates on rice in *less-than-carloads* (L.C.L.) are very much out of line with the import rates,—say, for example, to Oshawa and Toronto, Guelph, Stratford, London, and Windsor, as follows:—

## ON RICE (L.C.L.) FROM MONTREAL.

To Oshawa and Toronto—the domestic rate is higher than the import rate by ten cents per 100 lbs. in summer and 13c. per 100 lbs. in winter.

To Guelph—the domestic rate is 15c. per 100 lbs. higher than the import rate.

To Stratford—the domestic rate is 16c. per 100 lbs. higher than the import rate.

To London—the domestic rate is 18c. per 100 higher than the import rate.

To Windsor—the domestic rate is 21c. per 100 lbs. higher than the import rate.

Further, the domestic rates are much higher on rice (L.C.L.) carried by a Canadian line from Montreal to points in Canada, than they are on rice (L.C.L.) carried by United States and Canadian lines, much greater distances, on joint tariffs, from Boston, New York, and Philadelphia to the same points in Canada. Notice the following points for example:



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Toronto—The domestic summer rate on rice (L.C.L.) from Montreal to Toronto is 6c. per 100 lbs. higher than from Boston and New York to Toronto, and 3c. per 100 lbs. higher than it is from Philadelphia to Toronto.

Hamilton—The domestic rate from Montreal to Hamilton is 8c. per 100 lbs. higher than from Boston and New York to Hamilton, and 7c. per 100 lbs. higher than it is from Philadelphia to Hamilton.

Guelph—The domestic rate from Montreal to Guelph is 12c. per 100 lbs. higher than it is from Boston and New York, and 9c. per 100 lbs. higher than it is from Philadelphia to Guelph.

London—The domestic rate from Montreal to London is 17c. per 100 lbs. higher than from Boston and New York to London, and 16c. per 100 lbs. higher than it is from Philadelphia to London.

Chatham and Windsor—The domestic rate from Montreal to Chatham and Windsor is 20c. per 100 lbs. higher than from Boston and New York to Chatham and Windsor, and 19c. per 100 lbs. higher than it is from Philadelphia to Chatham and Windsor.

There is, therefore, it seems, some ground for the complaint against the domestic rate on *less-than-carload-lots*; and the differences above referred to are, I think in a great measure due to differences in classification.

Rice, L. C. L., in the Canadian Classification is third class.

Rice, L. C. L., in the Official Classification is fourth class.

Rice, L. C. L., in the Western Classification is fourth class.

Rice, L. C. L., in the Southern Classification is fifth class.

Double or heavy single sacks in any quantity in the Southern Classification is sixth class.

Railway traffic is undoubtedly heavier in the United States than in Canada; and, therefore, we should, in some cases at least, be willing to allow our railway companies to charge somewhat higher rates than are charged by railway companies in the neighboring Republic; but, giving due weight to this consideration, I am of the opinion that the L. C. L. rates on rice in this country are not proportionate to the differences in circumstances and conditions; and, with the Chief Traffic Officer of the Board, I am of the opinion that the applicant company is entitled to some relief. The question is, how much and in what way it should be given.

Full relief could be given by granting the Applicant L. C. L. commodity rates,—and perhaps both the applicant and the railway companies would prefer that method,—but such a change would tend to disturb the equilibrium between Westbound and Eastbound rates which resulted from the order of the Board No. 3258, dated July 6, 1907 (the International and Toronto Board of Trade Rates Case); many complaints from those who ship east would probably follow; and wholesalers at distributing centres, such as Ottawa, Toronto, and Hamilton would be likely to object to such an arrangement. Hence I think the proper solution of the problem is the recommendation of the Chief Traffic Officer, viz., that the rating of rice, L. C. L., be changed from 3rd class to 4th class in the Canadian Classification; and I so recommend.

The Chief Traffic Officer calls attention to the fact that the following coarse food articles, L. C. L., are now 4th class in the Canadian Classification, namely, pot and pearl barley, split peas, rolled wheat and oats, cornmeal, green coffee, and sugar,—the minimum prices per 100 lbs. of the said articles being about as follows:



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Rice (Rangoon)...	\$ 2.75
Green Coffee...	11.50
Sugar (Montreal)...	4.85
Pearl Barley...	2.90
Pot Barley...	1.90
Rolled Wheat...	2.75
Split Peas...	2.50
Rolled Oats...	1.90
Cornmeal...	1.80

The change in the Classification will give the applicant company some relief and will leave the Canadian Railway Companies, on account of differences in circumstances and conditions, at least as much margin as they are entitled to over and above the rates charged in the United States. This is clearly shown by the following table:

	Official 4th (Import)	Canadian 3rd (Summer.)	Canadian 4th (Summer.)
Belleville ...	18	26	21
Toronto ...	20	30	25
Guelph.....	21	36	30
London...	23	41	34
Windsor.....	23	44	36

The Chief Commissioner Mabee and Deputy Chief Commissioner concurred.

*In Re the Brotherhood of Locomotive Engineers.*

The application by the Brotherhood of Locomotive Engineers was that railway companies should remedy certain complaints embodied in a number of resolutions lodged with the Board.

The facts are fully set out in the Judgment of the Chief Commissioner.

Judgment, Chief Commissioner Mabee, November 4, 1910.

In August last the Board received from the Chairman, Mr. Calvin Lawrence, a copy of twelve resolutions passed at a sittings of the Dominion Legislative Board of the International Brotherhood of Locomotive Engineers held March 29th,—April 2nd, copies of these were furnished to various railways and the matter came on for hearing at Ottawa on the 3rd November.

The first request was:

“1. That signboards be placed at the side of the railway track defining the limits of cities, towns, and villages, for the guidance and information of the men in train service.”

So far as we were able to make out at the discussion, the object of having those boards defining the limits of various municipalities was to enable the enginemen to observe any local bylaws that might be passed prohibiting the sounding of the whistle and the ringing of the bell. Section 275 of the Railway Act, as amended by section 12 of 8 and 9 Edw. VII. provide that “trains shall not pass in or through any thickly peopled portion of any city, town, or village at a speed greater than 10 miles an hour, unless the track is fenced or properly protected in the manner prescribed by the Act, or unless permission is given by some order or regulation of the Board.” Section 274 provides that “when a train is approaching a highway crossing at rail level, the engine whistle shall be sounded at least 80 rods before reaching such cross-



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ing, and the bell shall be rung continuously from the time of the sounding of the whistle until the engine has crossed such highway." Sub-section 2 provides, that "the above shall not apply to trains approaching such crossing within the limits of cities or towns where municipal bylaws are in force prohibiting such sounding of the whistle and ringing of the bell." They would draw to the attention of the engineer the fact that he was in such a municipality. On the other hand, it is possible for municipalities to pass bylaws prohibiting the sounding of the whistle and ringing of the bell at certain streets. These streets might be a mile or indeed several miles from the municipal boundary where this signboard would be planted, so as to such municipalities the signboard would be of little assistance. The provision, under section 275, as to the fencing of the track, makes it still more difficult. It was said upon the discussion that where bylaws had been passed by different municipalities prohibiting the sounding of the whistle and ringing of the bell, the railway companies furnish to the engineers notice thereof, and also give them the railway mileage where the boundaries of such municipalities begin. It would seem, in the absence of further information, that this ought to be sufficient advice to enable the engineer to be upon his guard and avoid breaking municipal bylaws upon this subject. If, upon the other hand, any specified points are given where such posts should be planted, the Board will give each individual case due consideration, the request as it stands is too broad, and a general order of the kind asked, and made applicable to every city, town, and village in Canada, would be unreasonable.

The second resolution was:

"2. That owing to the liability of accidents and the exposure to the severe cold during our winter season, that a law be enacted preventing the running of locomotives, tender first beyond a distance of ten miles, except in cases of emergency."

It is no doubt a bad practice to run locomotives tender first, where it can be avoided. The difficulty about the Boards dealing with this resolution is that we are not furnished with any specific instances where these practices were in effect. We see no good reason for making orders prohibiting the doing of something that in fact may not be done. We are prepared, unless the contrary is shown, to take it for granted that locomotives are not operated in this way "except in cases of emergency." If, on the other hand, it were established that it was the practice of any road or roads to operate engines by sending them long distances tender first, unless good reason were shown, it probably would be the duty of the Board to interfere; but, from all that was shown upon this application, locomotives are not operated, "except in cases of emergency," in the way suggested; so there exists no necessity for the Board's interference.

The third resolution was:

"3. That a law be enacted requiring railway companies in Canada to equip their locomotives with power headlamps and air bell ringers."

The question of power headlamps has been much discussed in the United States and has been the subject of a great deal of investigation. Some States have given way to the demands of the locomotive engineers and have enacted laws requiring railway companies to use power headlights. Other States have refused. Some railway companies in the United States voluntarily install power headlamps and after a trial abandoned them. Some have been in use upon the Canadian Pacific Railway, but to what extent or with what result was not shown. Before a railroad committee of the senate of Georgia it is said the following conclusions were arrived at:—

"1. That electric headlights do not increase the safety of trains.

"2. They prevent engines of opposing trains distinguishing signals.

"3. They are liable to make red, green and yellow signals, which are signs of danger or caution, appear white or safety signs.

"4. They increase rather than lessen the danger in yards because of their blinding brilliancy.



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"5. They daze live stock, causing cattle and horses to stand still on track until struck by locomotives.

"6. They are expensive to install, more expensive to operate and maintain, and have been and are being abandoned by some of the largest railroads in the United States."

In February, 1909, some very interesting experiments were conducted under the supervision of certain officials of the Great Northern Railway, and the results appear in a letter signed by Dr. J. W. Chamberlain, ophthalmic surgeon, of February 27th, 1909, in which he reports many strange miscalling of colours by those whose vision had been affected by coming in contact for various periods of time with these strong power lights. It was admitted by Mr. Lawrence who submitted these resolutions upon behalf of his Brotherhood, that there were divisions of opinion among the engineers themselves as to the benefits that might be expected to flow from the use of these headlights, upon the whole, as this subject matter now stands it would be a grave error in judgment if this Board required all railway companies in Canada—or indeed any of them—to comply with this request.

The request that air bell ringers be established is opposed by the railway companies, but all of the operating officials connected with the railway board are of the opinion that locomotives should be equipped with air bell ringers. These air bell ringers are part of the equipment, we understand, upon most locomotives. We, therefore, are of the opinion that, upon the whole, it seems to be a reasonable request, and locomotives must be so equipped. Nothing was said about the time within which such equipment should be installed. Unless it is thought to be too short, that time may be fixed at, say, six months from this date.

The fourth resolution was :

"4. The recognizing of many dangers and the liability of accident in running over portions of the railway unknown to the engineer, that a practical and competent engineer, familiar with the road about to be run over, be placed upon the locomotive in addition to the regular engine crew."

One of the rules that was recently approved of by the Board was that in all cases of this sort a competent pilot should be upon the locomotive. It was said that the custom was to have a conductor, brakeman, or fireman, who was familiar with the road, accompany the engineer upon such occasions. The demand here is that the railway company shall not be permitted to use, as a pilot, a conductor, brakeman or fireman, but that such pilot must be an engineer. This would in effect rescind the rule that has already been approved and gone into effect. It was not shown that the present practice was abused or that any danger or accidents had resulted therefrom, and we are not able to see that it would be fair to interfere with the existing practice and the above rule.

The fifth resolution was:

"5. That owing to the very fatiguing nature of our occupation and the constant demand for vigilance necessary for the faithful performance of our duties as locomotive engineers in handling the commerce of our country and the lives of its citizens, it therefore, follows that we should be provided with clean and comfortable quarters where we may be assured of uninterrupted repose and quiet, in order to prepare ourselves for our important duty. Many terminals, we regret to say, are absolutely unprovided for in this respect. As a class, we do not desire to patronize or frequent places where intoxicants are sold, and we, therefore, ask that the railway companies be required to establish suitable quarters at all terminals, as above mentioned."

This resolution is somewhat indefinite, but upon discussion we understood that it meant that railway companies should be required to establish what are called "bunk houses," or sleeping quarters for engineers and firemen at divisional points. In the



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past it has been the custom of railway companies, at divisional points where there were no conveniences at the disposal of the engineers and firemen, to furnish boarding houses or sleeping apartments where these men might get their necessary rest. This largely grew up as a matter of necessity. Railway companies were compelled to establish divisional points at places where there were no hotels or boarding houses, and requiring their engineers and firemen to stop over at these points, it, we presume, and to be reasonable to them that they should furnish comfortable places for them to sleep in. Certainly, however, no legal duty was cast upon the railway companies to establish such quarters. It was done in the interests of humanity and to some extent for the safety of the operation of the railway itself. Mr. Lawrence pressed this demand with much vigour and gave Brockville as an instance where he alleged that the firemen and engineers were inhumanely treated by the Grand Trunk Railway. He said that the bunkhouse there was practically uninhabitable, and that there were no places where these men could obtain comfortable accommodation after leaving their engines; and some of them were compelled to sleep on the engines and they suffered many other hardships. It was said by the railway company that some years ago when the wages of the engineers and firemen were increased, it was upon the understanding—and indeed at the request of the engineers and firemen—that the railway companies should abolish these sleeping places and the men would make provision for their own accommodation. How this all may be is immaterial, because we are clearly of the opinion that the Board has no jurisdiction whatever over the subject matter of this resolution. When the engineer and fireman arrive at a divisional point and turn their engine over to the proper custodian, they are then “off duty.” The railway company is under no more obligation to house them than it is to feed them. Section 30 of the Railway Act, gives the Board authority to make orders and regulations requiring proper shelter to be provided for all railway employees when “on duty.” When these men are in at divisional points they are not “on duty.” This whole matter must be left to the good judgment of those in charge of the operation of railways. It is of no assistance to say that if these men are unable to obtain sufficient rest, the safety of the public is endangered while they are in charge of engines. An engineer or fireman might be in his own home and have his rest disturbed from various causes. When he came on duty it might be said that the safety of the public was endangered; but assuming this, how can the Board control such a situation. The resolution must be disposed of by the simple statement that, the men not being “on duty” during these intervals, the Act confers no jurisdiction whatever upon the Board to deal with the situation.

The Sixth resolution was:

“6. That owing to the absence of landmarks in many of the localities in which our men are employed, and as a guide to inform them of their exact whereabouts in approaching stations, it was unanimously decided to recommend to your honourable body that a large signboard be placed one mile outside of yard limit.”

It is no doubt necessary in the operation of locomotives that every reasonable facility should be afforded to the engineer that he may know, under all ordinary circumstances, his exact locality. If there are any specific runs on any or all of the railways, and the engineers will furnish to the Board information showing that additional landmarks are necessary owing to the peculiar nature of the locality and surroundings, the Board will deal with such and require, as far as it is able, the railway companies to establish such landmarks as will assist engineers in the safe transportation of their trains. But the difficulty about this resolution is that it is altogether too general. The discussion developed that some railways have these signboards one mile from the station. The request is that they be placed one mile outside of the “yard limit.” If this were done, the engineer approaching a yard limit would first find a signboard indicating to him that he was one mile from the yard limit; next, he would approach a signboard showing that he was one mile from the station;



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and next he would approach the yard limit signboard. We do not see the necessity for this state of affairs, and it does not seem to be a matter that can be dealt with by one general order or direction. Some localities might require signs or landmarks that in others might be useless or misleading. The better plan to adopt is to deal with each section of the country, or separate run, by itself; and we think that the matter may be disposed of by simply saying that in all individual instances, where necessity exists for additional marking, these will be required, if information thereof is furnished to the Board.

The Seventh resolution was:

"7. That the matter of the removal of all snow cleaning devices from locomotives, which was referred to your honorable body in 1908, be again brought to your attention, as we are firmly of the opinion that such devices should have no place on a locomotive, with the exception of the steel pilot plow now used by the C. P. R. in the mountain districts of British Columbia. These plows do not project above the buffer beam, nor do they touch the rail, and are considered a reinforcement to the pilot."

The Chief Operating Officer does not know what this complaint is particularly directed against, "unless it be the Cross automatic plow, which is attached to the front of the locomotive, and reaches almost up to the headlight, and is lowered and raised as necessity calls for." This plow, he says, "does throw snow all over the cab of the engine and often covers the engine crew with snow." Upon the discussion, Mr. Lawrence was unable to say just what was aimed at, and stated that he would endeavour to obtain some additional information upon the subject. The matter may remain in obedience until such is furnished, if that course be thought advisable.

The Eight resolutions was:

"8. That we respectfully request the Board of Railway Commissioners to take such action as they may deem advisable to have suitable inspection supplied for all wooden bridges."

This matter was dealt with by Order No. 1146, dated the 2nd of August, 1910, and it was admitted that it met the requirements.

The Ninth resolution was:

"9. That the attention of the Board of Railway Commissioners be called to the fact that many of the modern engines now being built and used in Canada, are totally devoid of any sense of comfort or convenience for the men who are obliged to spend the greater part of their time on them. Everything is apparently sacrificed in order to make them as huge and powerful as possible. As most of them carry at least three hundred pounds pressure per square inch, it means that the men who handle them are separated by only a few inches from a temperature of 387 degrees of heat. To get in position to handle these monsters the engineer is obliged to climb over obstructions in the shape of different parts of the equipment, and wedge himself in the narrow space between the side of the cab and the boiler. Should the engine run off the track and turn off, the engineer has not the slightest chance of escape, and would likely be crushed and scalded to death. Further, that we respectfully ask the Board that they give this matter their most earnest consideration, and endeavour to place some limit on the size of the boiler and cab that will allow for ample room and breathing space. The appliances for operating the engines are not infrequently placed in such very awkward positions that the engineers are at a disadvantage in cases of great emergency. Water-glasses, steam gauges, air gauges and lubricators, which require almost constant attention, are



often found so inconveniently located that the engineer's attention is too long diverted from the track and signals."

This is not a matter, as it stands at present, that the Board can deal with. It was admitted, upon the discussion, that the Brotherhood of Locomotive Engineers had not taken this matter up directly with those who were responsible for the planning and construction of the locomotives that are spoken of. It is not a matter that the Board could deal with by any general order, direction or regulation. Any such would have too far-reaching an effect. The better practice and course to require in connection with matters of this kind is that these things should all be threshed out between the parties directly interested, namely, the engineers and the locomotive designers and builders. If, at any time, any matter arises that the Board has control over, respecting the subject-matter of this complaint, it will be dealt with upon specific information; but it would be idle, with the information now at hand, to attempt to lay down any general regulation dealing in any way with the subject-matter of this resolution.

The tenth resolution was:

"10. That owing to the unclean condition of the working parts, especially the portion under the boiler and between the frames, and the liability to accident by the engineer in attempting to crawl under the engine, between the wheels, to inspect his locomotive, the Board recommends that the engineer be held responsible only for such defects as may be reasonably detected from the outside; and in addition to the inspection by the engineer, the engines shall also be inspected by a competent inspector at all railway terminals, and the engineer not held responsible for any defects which the inspector may find."

The first clause of the above resolution, namely, "that the engineer be held responsible only for such defects as may be reasonably detected from the outside," was admitted, upon the discussion, to be beyond the authority of the Board, and was not pressed.

With respect to the portion of the resolution regarding the inspection of engines, it was contended by Mr. Lawrence that order No. 3245, sec. No. 3, did not meet what was asked; that that clause was limited to inspection as to fire throwing. We understand the engineers are required, when bringing their engines in, to make careful inspection of them and then to enter up in a book kept for that purpose the details of necessary repairs that in their opinion should be made before being put in use again. The request then is that in addition to this inspection there shall be a further inspection by a competent inspector at all terminals, and that the engineer should not be held responsible for any defects which the inspector may find. It was said that the engineers had no desire to evade the inspection that is now required of them, but that for the public and their own safety they desired a further inspection, in addition to their own, by a competent inspector. There is some shew of reason in the contention that the engineer should not be censured if some skilled expert found something wrong which he had overlooked. It might, however, have been something he should have discovered. It might, upon the other hand, be something he might easily overlook. How can the Board say, without a knowledge of the facts of each case, whether he had been guilty of neglect or not. If it happened to be something he should have seen, why should the Board by some regulation free him from all responsibility in the matter?

It did not arise during the discussion, but it may not be out of place in passing to note that in the United States the Brotherhood of Engineers are demanding that they be entirely relieved from inspection both before and at the end of their trips.

We do not think it would be good policy for the Board to intervene in this matter: that it is in the interest of all that engines should be most carefully inspected goes



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without saying. As the case stands before us, it does not appear that they are not being properly inspected. It is rather more a request that these important duties should be transferred to other shoulders, and the engineers relieved from all responsibility. If it were shown that they were unable from lack of knowledge, overwork, or from any other cause to make a proper inspection, the case might be different, but these things have not been shown.

The eleventh resolution was:

“11. The Board was of the opinion that as the safety of life and property depends upon the sight and judgment of the men who guide the traffic, and having practical knowledge of the inability, under certain conditions, to obtain more than a partial view of the track and signals, such protection should be afforded as would enable the engineer to at all times have a clear and uninterrupted view ahead. Having examined a model of the ‘Quirk Storm Guard or Protectors’ and heard the endorsement of one who had used it, they were unanimous in the proposal of recommending to the management of the several Canadian railways a trial of the ‘Protector.’ The patentee, Mr. T. J. Quirk, 183 Front St. East, Dunkirk, N.Y., will be glad to furnish sketches or any information desired.”

This Board has no information as to what the “Quirk Storm Guard or Protector” is. There is no doubt that it is the duty of railway companies, and we have no hesitation in saying that we believe it is their desire, to furnish the best possible protection to those occupying so important a position as that of engineer or fireman. If this storm protector is what it is claimed to be, we have no doubt the railway companies will see that it is given a trial. If it is ascertained that it affords protection and is of assistance in the operation of the engine, and railway companies refuse to install it, or some other equally good protector, it will then be time for the Board to interfere. In the meantime, it does not appear that any request has been made to the railway companies or that the existence of this particular protector has been called to their attention. Those in charge of the operation of railways should have an opportunity, first to ascertain what this particular protector is, and if it is efficient, then to have it or some other efficient protector installed.

The twelfth resolution was:

“12. That owing to the fact that not infrequently an employee of the railway company is injured, through no fault of his own, and the railway company’s officials eventually refer him to their claims agent, who usually requests the employee to wait until such time as he is completely recovered before making a settlement, thus requiring him, in many cases, to become indebted for the necessities of life for himself and family. The Board, therefore, agreed unanimously to request that monthly payment of a sum at least equal to that which he would have earned, should be made to injured employees.”

It was not urged, upon the discussion, that this was a matter in any way under the jurisdiction of the Board.

Assistant Chief Commissioner Scott and Commissioners Mills and McLean concurred.

*In re Town of Smith’s Falls and Canadian Pacific Railway Company,*

Certain residents of the Town applied to amend, alter, or rescind an Order of the Board dated June 29th, 1910, confirming an agreement entered into between the Town and the Railway Company in regard to the protection and closing of certain streets, and approving the works covered by the agreement.

Judgment, Chief Commissioner Mabey, November 7, 1910.



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Messrs. W. H. Bolton, Fred W. Wilson, B. A. Condie, John Code, C. C. Fowlie, H. H. Kirkland, and other residents of the town of Smith's Falls, applied to the Board for an order directing that a certain order, bearing date the 29th day of June, 1910, be amended, altered or rescinded, or for such other order as the Board might deem proper. The matter was urged with much feeling, both by counsel as well as the interested parties themselves, and it is proper that a detailed account of all the proceedings, which led up to the marking of the above-mentioned order, should be given.

In response to a request from the Board, the Canadian Pacific Railway Company, in the month of October, 1909, in connection with a large number of other crossings upon that system, reported to the Board heavy train and switching movements over George Street, in the town of Smith's Falls. On the 30th November, 1909, the secretary of the Board communicated to the town clerk of Smith's Falls the fact that the Board was having the grade crossing of the Canadian Pacific Railway on George Street inspected, and that it proposed to take up the question of the separation of the grade at the sittings of the Board on the 4th of January, 1910. On the 8th of December, 1909, the Board received a letter from the Mayor of Smith's Falls acknowledging receipt of the Secretary's notice and stating that there were two other crossings at least as dangerous, if not more so, than George Street; that at Montague Street there had been loss of life on several occasions, and at Chambers Street loss of life once; and stated that it would be well for the Board to take up the whole question instead of the least important part of it. That three of the crossings were right in the Canadian Pacific Railway Company's yard and the other one was outside.

On the 4th of January, 1910, assistant engineer Simmons reported to the Board that he had made an inspection of the George Street crossing on the 14th of December, 1909, and that he was of the opinion that it should be protected by gates and a watchman, on account of the great amount of shunting and the poor view of trains.

On the 4th of January, 1910, the matter came up before the Board, and there were a number of gentlemen from Smith's Falls present at that meeting. It was stated, upon behalf of the Railway Company, that there had been some informal discussion with the individual members of the Council of the Town of Smith's Falls with a view of coming to an arrangement that would eliminate five grade crossings, and it was suggested that further opportunity be given to negotiate with the Council respecting those matters. The question of dealing with George Street was discussed, and some of the gentlemen present, residents of Smith's Falls, objected to anything being done that would lead to the closing of George Street. One person said that if they cut off that street the residents and landowners in a certain section of the town would be shut off from everything. Another one said: "If you cut George Street off you will cut us off, and our places by that time will not be worth 50 per cent. of what they are to-day." In order that the matter might be further discussed between the Railway Company, the Council, and the parties interested, the matter was adjourned until the March meeting of the Board.

On the 23rd of February, the general solicitor for the Canadian Pacific Railway Company wrote that negotiations were proceeding, and that considerable progress had been made, and asked for a postponement of the hearing to enable arrangements to be completed with the town authorities. The following day the secretary advised the general solicitor of the railway company that his request could not be acceded to, unless the town authorities consented. On the 25th of February the solicitor wrote that he was instructed that the town was desirous that the matter be adjourned, and on the following day a letter was received from the Mayor agreeing to the postponement, if the Board saw fit. On the 1st of March the matter was adjourned to the May sittings and the parties so advised.



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On the 3rd of May the matter came up again, the Mayor and some of the aldermen being present, as well as counsel representing the town. The matter was discussed at great length. The railway company had made a written offer to the town as follows:—

“That this company will, at its own expense, construct the superstructure and retaining walls of the subway where Cornelia Street crosses its right-of-way, as shown on plan. The company will also construct an overhead foot-bridge across its right-of-way at George Street, instead of the subway shewn on the plan, and will maintain said foot-bridge with the steel work in connection with it. The company will also construct a sidewalk, with a rail along the sidewalk, where the same is higher than the roadway, and will also construct a suitable railing on the top of the subway, on both sides, within its right-of-way. In consideration of the above, the town will close Beckwith Street, Cornelia Street, Montague Street, Helen Street, and George Street, where the same cross the company's right-of-way, and will convey the land now included in such streets, except where occupied by the subway, to the company. The town will also build and maintain a sewer to properly drain the subway. The town will also save the company harmless from any liability in connection with claims for damage to property of whatsoever nature on account of the subway, the bridge, and the closing of the said streets.”

The whole question of closing George, Cornelia, Beckwith, and the other streets affected, was fully discussed before the Board by those representing the railway and the municipal authorities and their counsel. The town authorities were strenuously objecting to making the town responsible for the damages that might flow from the construction of the subway and the foot-bridge, as well as the closing of the various streets. The matter was left in this way:—

Hon. Mr. MABEE.—“Then will it meet with everybody's approval if we defer further consideration, as far as we are concerned, until the first Tuesday in June, on the understanding that the town and the representatives of the company in the meantime shall endeavour to work the thing out in some satisfactory way; and if all points of difference cannot be covered by an agreement, then on the first Tuesday in June we should be called upon to settle only such matters as the parties interested have not been able to adjust.”

On the first Tuesday in June, there appeared before the Board the general solicitor for the railway company, the counsel for the town of Smith's Falls, together with the mayor and one of the councillors. The Board was informed that an agreement had been made with the town and that it had, on the 6th of June, been signed by the town. That it had been handed to the solicitor that morning and was to be completed by the company the next day. The plans referred to in the agreement had not then been completed, but were to be filed during that week. The Board then disposed of the matter by directing that an order go confirming the agreement between the parties and approving the works covered thereby, plans to be filed for approval within ten days.

On the 16th of June the railway company made an application for leave to construct a subway on Cornelia Street and an overhead bridge on George Street, pursuant to the agreement of June 6th, which in the meantime had been filed. On the 21st of June, these plans were approved by the chief engineer of the Board. On the 27th of June a consent was filed on behalf of the town, to an order being made authorizing the construction and maintenance of the works set out in the railway company's application in accordance with the provisions of the agreement and approval of the plans. On the 29th June, the order was made which is now in question. Nothing further was heard in connection with the matter until the 7th October, when a letter was received from Mr. George E. Kidd, K.C., on behalf of about forty residents of the town of Smith's Falls, asking for a hearing, and this was followed by a formal application which was filed with the Board on the 27th of October.



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It appears from the discussion and from what was said by the parties at the hearing, that the closing of Beckwith and George Streets, and possibly some of the other streets, will prejudicially affect a good many land-owners in the town of Smith's Falls, and the Board was pressed very strongly, upon behalf of those interested, to modify or vary its order and interfere with the agreement that had been made between the town council and the railway company.

The question now for determination is not whether the Board, in the exercise of its own judgment, would have made an order upon the lines of the agreement in question, even if it had the authority and jurisdiction to do so; but the question is whether this agreement, entered into after so much negotiation and consideration, should not be now allowed to have its full effect.

It was stated, upon behalf of some of these land-owners, that they were not aware of what their council was doing. That they had been told from time to time by the council that they would be given notice before the agreement was completed. Be this as it may, it is apparent that this matter must have been pretty well known in the town. It was stated that a committee of the Smith's Falls Board of Trade acted in conjunction with a committee of the town council in connection with determining the terms of this agreement. The various negotiations extended over many months, and it would seem that the fact of these matters being then pending was pretty well known throughout the town.

The agreement, a copy of which was filed with the Board, provides that the railway company will, at its own expense, construct and maintain a subway 24 feet in width, with a clearance of 13 feet in the centre of Cornelia Street where the same is crossed by the right-of-way of the railway, including the necessary retaining walls of that portion of the subway and approaches which shall be within the limits of the right-of-way, and all works necessary to carry its tracks over the same, the necessary retaining walls of such portions of the subway as shall be outside of its right-of-way, together with suitable railings along the top; a concrete sidewalk 4 feet, 8 inches in width along the southerly side of that portion of the subway, which shall be within the limits of its right-of-way; a suitable railing along the outer edge of such portion of the sidewalk (whether within or without its right-of-way), as shall be more than one foot higher than the level of the roadway of the subway adjoining the walk. A steel overhead foot-bridge across the right-of-way and tracks of the railway where the same crosses George Street, eight feet in width, will convey to the corporation, for use as a street connecting Helen and Montague Street, a strip of land forty feet in width, lying between these streets and to the west of its right-of-way, as shown in brown on the plan. Will convey to the corporation, for use as a street, connecting Anne and George Streets, a strip of land forty feet in width, lying between these two streets to the east of its right-of-way, as shown in brown. Will assume all damages to property which may be legally recoverable by any person or persons owing to the carrying out of the works herein provided for, or as to the closing of the streets hereinafter mentioned, or any of them, and would from time to time and at all times hereafter well and truly save, defend, and keep harmless the corporation from and against all such damages to property and all costs and expense in connection with any actions at law or proceedings brought to recover same, which the said corporation may, at any time or times hereafter, bear, sustain, suffer or be at for or by reason of or on account of the carrying out of the said works and the closing of the said streets or any of them, or anything in any manner relating thereto. The corporation agreed at its own expense to construct and maintain the roadway of the subway and approaches, and those portions of the sidewalk along the south side of the subway, which should be outside the limits of the railway company's right-of-way. To maintain that portion of the sidewalk within the limits of the right-of-way, and the whole of the railings along the outer edge of the sidewalk; also those portions of the retaining walls of the subway which should be outside of the limits of the right-of-way, together with the



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railings along the edge thereof. To construct and maintain in proper order and condition the necessary connection with its system of sewage to properly drain the subway. To maintain the overhead foot-bridge on George Street. To forthwith, after the completion of the subway and overhead foot-bridge, give all notices, pass all by-laws and take all such other steps and proceedings of whatsoever nature as might be necessary for stopping up the following streets, namely, George, Anne, Montague, Helen, Cornelia, and Beckwith, and for selling to the railway company those portions of the said streets as were within the limits of the right-of-way, except that portion of Cornelia Street occupied by the subway; and to convey, by good and sufficient deed or deeds, in fee simple, all of those portions of the said streets except Cornelia. To forthwith, after the conveyance to it by the company of the two strips of land above mentioned, give all notices, pass all by-laws, and take all such other steps and proceedings as might be necessary to properly inspect, open up, constitute, and establish as public highways, these two streets, and to maintain them when so established.

Then the railway company and the municipality mutually agreed that the detailed plans of the subway and overhead foot-bridge should be prepared by the railway company and submitted to the Board for approval. That either of the parties would, upon the request of the other, consent to the granting of an order by this Board approving and sanctioning the various works and matters. That if the corporation should, at any time hereafter, desire the construction of a subway under the railway at Beckwith Street, the company would not oppose such construction by reason of anything contained in the agreement.

The streets which the council has agreed to close, and referred to in the above agreement, are the same streets that the railway company all along were insisting should be closed; so that in so far as the closing of the streets is concerned in the outcome, the town authorities have acceded to the contentions advanced by the railway company.

In looking at the agreement and the offer which was originally made by the railway company, there appears, however, to be a serious matter upon which the railway company has given way to the town authorities, and that is as to who shall bear all the land damages that may be recoverable consequent upon the closing of these streets and the construction of these works. In its offer to the council, above referred to, the proposition was that the town should recompense all land-owners who were injured. The agreement provides that the railway company shall bear all these damages. It was urged before us, upon the present application, that these damages would be very heavy; indeed the principal argument adduced to us with a view to having the order interfered with was that a very large number of property owners would be very seriously injured and their land damaged by reason of the closing of these streets or some of them. As we understand the provisions of the Municipal Act, the town council has vested in it, under certain conditions, the authority to close streets. The town council, in this instance, in agreeing to close these streets has done everything in its power to protect all of the land-owners whose holdings may be injuriously affected by either the closing of the streets or the construction of the subway or foot-bridge. It has also succeeded in relieving the town from paying anything under this head of liability, and it has as a result of the negotiations, succeeded in having the railway company withdraw that portion of its original offer, and itself undertake the burden of paying all land damages.

It was urged before us that these land-owners would not be able to recover full compensation for the injury done to their holdings. It seems impossible for us to accede to this contention. A tribunal may be called into existence, under the provisions of the Municipal Act, for the settlement of all of these various claims for injury. We must assume that that tribunal will see that each land-owner who has sustained damage will receive the full measure of his loss; and proceeding upon that assumption how can we say that the council has surrendered to the railway company



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or made an agreement with the railway company, that will work to the serious injury and loss of some or many of the citizens of Smith's Falls. We think it unfortunate that some arrangement could not have been made for the speedy and economical settlement of these claims for damage, but the suggestion made by the Board during the discussion did not seem to be acceptable to all concerned; and so we have no alternative but to leave the parties to their legal rights to have the amount of their various claims settled by the proper tribunal. The agreement, upon the whole, is not one that the Board, at this stage at any rate, should interfere with.

It was said that the railway company had expended something like ten thousand dollars in excavation for the subway. We have then an agreement made after long and careful negotiation, apparently legally executed by the parties, and a large sum of money expended under it by the railway company; and bearing in mind that the agreement itself provides that every land-owner who may sustain damage shall be recompensed, it would seem absurd that the Board should interfere or in any way vary the order which was made upon the application for the construction of the works.

*In re Lord's Day Act and Canadian Pacific Railway Company.*

The Canadian Pacific Railway Company applied, under sub-sections (1) and (x) of Sections 3 and 12 of the Lord's Day Act, R.S.C. Cap. 153, for an Order permitting certain work to be done on its steamers and trains at Owen Sound and Fort William, Ontario, on the Lord's Day, in order to prevent undue delay to through traffic upon its line of railway.

Judgment, Assistant Chief Commissioner Scott, November 10, 1910.

Under sub-section (x) of section 12 of the Lord's Day Act, ch. 153, R.S.C., the Canadian Pacific Railway Company applies to the Board for an order authorizing the company, its servants, workmen and agents to do on the Lord's Day any work, necessarily incidental to the loading, unloading and trans-shipping of freight and merchandise between steamers and trains of the said company at Owen Sound and Fort William, Ontario, and the coaling of said steamers and the forwarding of the said freight and merchandise to their respective destinations in Canada for the purpose of preventing undue delay to through freight traffic upon its line of railway.

In connection with its railway, the Canadian Pacific Railway Company has a fleet of five steamers plying between Fort William and Owen Sound. These steamers are primarily for passenger trade and the evidence is that they carry something like 25,000 passengers in a year. These passengers are not persons who go from Owen Sound to Fort William or vice versa, as local passengers, but are through passengers, many of them from countries in Europe bound to destinations in Asia or Australia. There are also amongst these passengers large numbers of settlers bound to points in the Canadian West.

The traffic is all or practically all, through traffic, and were it confined to the local traffic between Fort William and Owen Sound it would be of very small proportions indeed.

In connection with their passenger business, the Canadian Pacific Railway Company also carry freight on these steamers which, of course, is the custom with practically all of the passenger steamboat lines. The freight carried from the east to the west is general merchandise, and the freight from the west to the east is grain and grain products such as flour. The schedule put in by the company of the sailings of their five steamers shows that it is necessary for some of their steamers to arrive at or depart from Owen Sound and Fort William, on Sunday. The evidence is that it takes over 50 hours to unload coal up and reload a steamer at Owen Sound, and the Steamer *Kewatin* has been taken as an example. This steamer arrives at Owen Sound on Sunday morning at 8 o'clock, and she leaves the



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following Tuesday at half-past one o'clock, which is something like an interval of  $53\frac{1}{2}$  hours. The evidence is that that steamer must be unloaded on Sunday if she is to be ready to go out again on the Tuesday. It has been suggested that the work on the steamers should be prohibited between the hours of six o'clock on Sunday morning and 8 o'clock on Sunday evening. The evidence is clear that the railway company would not be able to continue operating these five steamers if that time were deducted from the time that they have to load and unload their vessels during the stay in port.

I am personally in entire sympathy with the spirit of the Lord's Day Act, which prevents all undue labour on the Lord's Day. The Parliament of Canada in passing that Act has recognized that passenger travel should not be interfered with by the operation of this legislation. That is made clear by several sections in the Act. Sub-section (i) of section 12 permits the loading and unloading of merchandise at intermediate points on or from passenger boats or passenger trains, showing that it was the intention of Parliament, as I take it, to permit the carrying of passengers on boats on the Lord's Day.

Section 3 refers to railways, but it shows the intention of Parliament to be that passengers whether by rail or by boat were not to be stopped on the Lord's Day by reason of the requirements of this Act. It is apparent that the criterion set up by sub-section (x) of section 12 is that work may be permitted where it is necessary to prevent undue delay, and it would seem to me that it is necessary to prevent undue delay, to permit the loading or unloading of these vessels on Sunday. Bearing in mind the time it takes to unload a vessel and prepare her for sailing again, it seems to me that we cannot limit the hours on Sunday. In order to prevent undue delay to the passenger traffic, it is in my opinion that these vessels will have to be permitted to load and unload the necessary freight which goes with the passenger traffic on these boats, during the Lord's Day, and the coaling of the steamers is also of course necessary in order to enable them to proceed on their voyage.

With regard to the latter portion of the application of the C.P.R. in which it is said:—

“And the forwarding of the freight and merchandise to their respective destinations in Canada for the purpose of preventing undue delay to freight traffic upon its line of railway,” the railway company in its evidence has not addressed itself to that point, and I presume at the moment, they are not urging it. The boat traffic is what we are dealing with and the Board will only allow such traffic on the Lord's Day in connection with the loading and unloading of the boats as is necessary to permit these boats to be ready to proceed on their journey on the schedule time.

Therefore, the movement of trains is not included in this, except as was pointed out by the witness, Mr. Simpson, where an engine is necessary in connection with the loading of the boat such as the pushing of the cars along, so that the car may come opposite the part of the boat where the merchandise is to be transferred on to it.

An order will therefore go granting the application of this company in so far as it affects the loading and unloading and coaling of these steamers on the Lord's Day either at Fort William or Owen Sound or at both ports and the work necessarily incidental thereto.

Dr. Mills points out that taking the time a boat is in port from Sunday at 8 in the morning until Monday at 8 in the morning it is twenty-four hours, from Monday at 8 in the morning until Tuesday at 8 in the morning it is twenty-four hours, and from Tuesday at 8 in the morning until half-past one in the afternoon it is  $5\frac{1}{2}$  hours, giving a total of  $53\frac{1}{2}$  hours that the boat is in port, if you deduct from that the 14 hours' rest on Sunday, suggested by Mr. Telford, viz: From 6 in the morning until 8 in the afternoon, it would only leave  $39\frac{1}{2}$  hours, and the Board is



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satisfied that the work could not be done in that 39½ hours. Therefore, while we would like to order some such limitation, we are unable to do so under existing conditions.

Mr. Commissioner Mills concurred.

The following order was made:—

“IT IS ORDERED that permission be, and it is hereby, granted the applicant company, its servants, workmen, agents, or officers, in order to prevent undue delay to its passenger steamers running between Owen Sound and Fort William, in the Province of Ontario, to do on the Lord's Day any work necessarily incidental to the loading or unloading of freight and merchandise upon or from the said steamers, or the trans-shipping of freight and merchandise between the said steamers and cars of the applicant company at Owen Sound and Fort William, Ontario, and the coaling of the said steamers at Owen Sound.”

*New Westminster and Surrey Board of Trade v. Great Northern Railway Company.*

The complaint was that the respondent railway company started its morning train at 8 a.m. instead of 7 a.m. as formerly, and did not stop at all regular and flag stations and other stopping places on the Guichon Branch, or transfer cars containing market produce from its main line to the market place immediately upon the arrival of its train at New Westminster, with the result, as the complainants alleged, that the farmers living on the Port Guichon Branch by these changes were either compelled to stop daily shipments of milk and other farm produce to the Westminster market, or if able to do so their shipments arrived too late.

Judgment, Mr. Commissioner Mills, November 11th, 1910.

“In consequence of complaints made by the parties above-mentioned and others, Mr. A. J. Nixon, the Chief Operating Officer of the Board, visited the locality about a year ago, inspected the lines of railway owned or operated by the Great Northern Railway Company, heard all that the complainants and the representatives of the Railway Company had to say, and reported with recommendations,—after which two orders were issued: No. 9115, regarding the condition of portions of the roadbed and tracks of the New Westminster Southern and the Vancouver, Victoria & Eastern Railways (both operated by the Great Northern Railway Company), south of the Fraser River; and No. 9342, dealing with the train service on the said railways at New Westminster and south of the said river.

In accordance with the above orders, the Railway Company made necessary improvements in the portions of the lines that had been complained of, and changed the service in accordance with the suggestions and recommendations of the Chief Operating Officer.

After the improvements in the road and the service, the complainants seemed to be satisfied; and so far as we have heard, all went well till the 30th of May last, when Mr. C. W. T. Piper, of Vancouver, complained of long and very frequent delays in the arrival of the morning train at New Westminster, on its way to Vancouver.

There was admittedly good ground for Mr. Piper's complaint. It is not denied that for some time prior to the complaint, the train in question was nearly always three-quarters of an hour to an hour, and in some instances much longer, behind its schedule time in arriving at New Westminster, and more so in arriving at Vancouver. Such delays constitute a grievance; and, under circumstances of this kind, the patrons of a railway, especially business men, have a right to complain. Up to the time referred to, the Great Northern Railway Company had made the time-tables regulating the service given by it in the Province of British Columbia; and it was natural to expect that, with fairly efficient management, it could avoid the failure to run its regular passenger trains on, or nearly on, its published schedule time.



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*Unexpected Changes.*

An appeal regarding the above matter was made to the Board; and, while it was under consideration, the Railway Company, complainants say without notice, made a couple of very serious changes,—changes which, no doubt, relieved the Company of certain difficulties, and possibly removed the grounds for the complaint about the lateness of the westbound morning train in arriving at New Westminster and Vancouver, but which did undoubted damage to several patrons of the road and produced great dissatisfaction.

One of the changes was the cutting out of a number of stops on the Guichon branch of the Vancouver, Victoria and Eastern Railway, which runs east from Point Guichon on the Gulf of Georgia to Cloverdale, where it connects with the New Westminster Southern Railway, which runs through Cloverdale, north and then west, to New Westminster; and as might be expected, the cutting out of these stops gave great offence and caused much bitter complaint.

It appears from evidence given at the hearing and from information obtained by Mr. Nixon at the time of his inspection, that when the railway company was negotiating for the right of way for the Guichon branch, it agreed with some of the land-owners to establish stopping-places at certain points as a consideration to be taken into account in the sale or free gift of the land required by the company. The company constructed platforms for the loading and unloading of goods at these stopping-places; and at a number of other places on the said branch, it constructed similar platforms, with or without small buildings for the shelter of passengers and the protection of goods,—all the latter, no doubt, with a view to create traffic in what is said to be one of the best farming districts in the Dominion of Canada. The company thus established a very considerable number of stopping-places within a comparatively short distance; and, after a time, it apparently became anxious to reduce the number. Hence the cutting out on the 2nd of July last, with the trouble and complaints that followed.

The farmers along the Guichon branch were growing a variety of farm produce and producing a large quantity of milk, which was shipped daily to New Westminster. Most of those whose stations or stopping-places were cut out had to give up their milk business for the time being; and those who were still in a position to continue that part of their business, met with a new difficulty in marketing their produce, because the other change then made by the company was the abandonment of its practice of backing its morning train at New Westminster from the station at the Fraser-River Bridge, along the water-front, or bank of the said river, about half a mile, to drop off its milk—and general produce-car or cars opposite the market place in the City of New Westminster, before proceeding on its way to Vancouver,—with the result that the said produce, more especially the milk, shipped by the farmers who were still able to continue that part of their business along the Guichon Branch, was too late in reaching the New Westminster market.

## PRESENT COMPLAINTS.

As the outcome of these changes, we have the complaints of individual farmers, the Surrey Board of Trade, and the New Westminster Board of Trade, heard at Vancouver on the 8th of September, 1910.

Since the hearing, Mr. Nixon, who understands the whole situation, has considered the changes made by the company, the complaints resulting therefrom, the grounds for the complaints, and the exigencies of the traffic on the railway, with all the demands made upon it—Mr. Nixon has, I repeat, given the whole question due consideration, and his final report is as follows:



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“Referring to the complaint of the Consolidated Boards of Trade of British Columbia regarding train service on the line of the Great Northern, particularly referring to the service from Point Guichon to New Westminster, and the handling of produce, etc., from the Great Northern main line station at New Westminster to the market.”

“You will note from my letter of October 15th, to General Superintendent Brown of the Great Northern, that I asked what objections the company has to starting its train from Point Guichon at 7 a.m. as was formerly done, and have its New Westminster yard engine handle freight, including market produce, etc., from its main line station at New Westminster to the market *immediately* upon the arrival of the train from Point Guichon.”

“By this arrangement, the passengers from points between Dumas, Huntingdon, Hazelmere, and Point Guichon for Vancouver would not be delayed by the train running from the main line station to the market, and the company would thereby meet the wishes of Vancouver passengers who formerly complained of the delay at New Westminster; and, at the same time, would give the people going to New Westminster market the benefit of its service, by using the yard engine to handle freight from the main line station to the market *immediately* upon the arrival of the Point Guichon train.”

“This arrangement will, I think, be satisfactory.”

### CONCLUSION.

After this hasty review of the situation—the facts and circumstances of the case—it may properly be said that the railway company voluntarily established all the stations, or stopping-places on the Guichon Branch of the Vancouver, Victoria and Eastern Railway, some by agreement and others in the exercise of its own judgment or at the solicitation of its patrons; that the farmers who live near this branch have made investments which they would not have made but for the existence and regular use of the said stopping-places since the road was opened; that the traffic on the said branch cannot be developed and increased as it should be, unless the stopping-places in question are re-opened and farmers produce, especially their milk, is transferred as formerly from the station beside the Fraser-River bridge, over the tracks of the Vancouver, Victoria and Eastern Railway to the market place in the City of New Westminster; and that the Great Northern Railway Company, by starting its morning train from Point Guichon at 7 a.m. instead of 8 a.m., and using its yard engine in New Westminster, as suggested by Mr. Nixon, for the transfer of milk, etc., from the morning Guichon train to the market place in New Westminster, can remove the grievances complained of and thereby increase its revenue from the Guichon branch in the system of railways owned or operated by it.

Therefore, my judgment is that an order should go requiring the Great Northern Railway Company, within thirty days from the 25th of November instant, to start its morning train from Guichon at 7 a.m.; stop its train as formerly (prior to the 2nd July, 1910) at all regular stations, flag stations, and stopping-places between Point Guichon and Cloverdale, including Embrey Road, Oliver, Alluvia, and Surrey; and use its yard engine in New Westminster to transfer, *promptly*, and with *due despatch*, all cars containing milk or other farm produce for the New Westminster market, *immediately* upon the arrival of the morning passenger train at or near the station adjacent to the north end of the bridge across the Fraser River.

Further, I would recommend that the said railway company be required to construct and complete, not later than the 15th day of December, 1910, a good



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road of the usual width over or across its right of way to its Hazelmere Station, as suggested by the representative of the Surrey Board of Trade at the recent hearing in Vancouver.

Chief Commissioner Mabee concurred.

The following Order was made:

1. That the Great Northern Railway Company, within thirty days from the 25th November, 1910, start its morning train from Guichon at 7 a.m.; stop its trains as it did prior to the 2nd July, 1910, at all regular stations, flag stations, and stopping places between Point Guichon and Cloverdale, including Embrey Road, Oliver, Alluvia and Surrey; and use its yard engine in New Westminster, to transfer, promptly and with due despatch, all cars containing milk or other farm produce for the New Westminster market, immediately upon the arrival of the morning passenger train at or near the station adjacent to the north end of the bridge across the Fraser River.

2. That the said railway company construct and complete not later than the 15th day of December, 1910, a good road of the usual width over or across its right-of-way to its Hazelmere station.

*Michigan Sugar Company v. Chatham, Wallaceburg & Lake Erie Railway Company.*

The complaint was that the tolls charged by the respondent company on sugar beets were excessive and unjustly discriminatory compared with those charged to the Dominion Sugar Company.

Judgment, Mr. Commissioner McLean, November 22nd, 1910.

The applicant sugar company operates a plant at Croswell, Michigan, for the manufacture of sugar from sugar beets. During the present year, it has made arrangements for obtaining sugar beets along the line of the Chatham, Wallaceburg & Lake Erie Railway Company, hereinafter spoken of as the railway company, which runs through the county of Kent from Wallaceburg to Chatham and thence to Erie Beach on Lake Erie. In the statistical returns of the Department of Railways and Canals for the year ending June, 1909, the length of this railway is given as 54 miles. The report of the Department does not give details regarding tonnage, but some matter bearing on this, which was developed at the hearing in Toronto, will later be considered.

The railway company has, since a period beginning about 1902, been engaged as part of its railway business in transporting sugar beets from the stations along its line to the factory of the Dominion Sugar Company located at Wallaceburg. The applicant company also purchases sugar beets from various growers along the line of the railway company. The following are the more important conditions imposed by the applicant company on those from whom it purchases beets:—

“About 18 pounds of seed per acre shall be planted, which shall be furnished free by the Michigan Sugar Company.

“The beets are to be given due care, and as far as practicable the undersigned will follow instructions in regard to selecting and preparing the soil, seedling, caring for and harvesting the crop. The beets will be paid for at the rate of four and fifty one-hundredths dollars (\$4.50) per ton, delivered on the cars or in pits as the company may direct.

“Said beets shall be harvested and delivered by the grower to the company at such times and in such quantities as may be directed by the company, allowing each grower his pro-rata amount. The company will not be liable to receive or pay for beets which are rotten or otherwise unfit or undesirable for making sugar.

“Beets will be received and pitted at weigh station, unless cars are furnished for shipment.



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"Payment to be made on the 15th of the month following the delivery of the beets.

"All beets grown and delivered under this contract shall be weighed and tared at.....

"This contract not valid until signed by an officer of the company or its agriculturist, and no agent of the company has any authority to change or alter the terms and conditions of this contract."

The applicant company pays the freight rates from the point on the railway where the beets are accepted from the grower.

The policy of the Dominion Sugar Company is to pay on the percentage basis, that is to say, the sugar beets are shipped by the grower who pays the freight to the sugar factory at Wallaceburg, and a payment is made based on the percentage of saccharine matter contained in the beet. It was alleged at the hearing that the percentage policy resulted in a higher price being paid to the grower, and this position was not contested by Mr. Scranton of the applicant sugar company, who was present and gave evidence.

It is complained that the railway company charges from its various stations to the plant of the Dominion Sugar Company at Wallaceburg a rate of 35 cents per ton, while it charges higher rates on a movement from points on its railway to Wallaceburg on sugar beets destined to the applicant company's plant at Croswell, the said rates being set out in the application, as follows:—

From

"Marden, Stephens, and Dover Centre, 39c. per ton.

"Stringer, Bourke, Pain Court Junction and Paxton. 46c. per ton.

"Chatham, Huffs and Blakely, 52c."

The railway company admits that these are the rates quoted by applicant company. It further admits that it quotes the Dominion Sugar Company rates of 30, 35 and 40 cents per ton according to distance.

It is to be remembered that at Wallaceburg the sugar beets destined to Croswell, Michigan, are taken over and handled by the Pere Marquette Railway thence to destination. The traffic moves at present under a joint tariff of the Chatham, Wallaceburg & Lake Erie and the Pere Marquette. Although it was contended by counsel for the railway company that the Pere Marquette should be joined as a party, counsel for the applicant company stated in substance that it being admitted by the railway company that its portion of the joint rate was as complained of, the attack was against this portion.

The complaint of the applicant company alleged that the rates charged it were excessive and discriminatory as compared with those charged the Dominion Sugar Company. Counsel for the applicant company devoted his attention to the question of discrimination. Counsel for the railway company submitted some material in rebuttal of the charge that the rates were excessive. This was done by making comparison with the tariffs charged by other railways; for example (Evidence, Volume 115, page 12763), he referred to Grand Trunk tariff C. R. C. 421, which shows a minimum rate of 2½ cents per 100 lbs., on sugar beets. Reference was also made to the tariffs of other railway companies, and it was alleged that the rates of the railway company on this class of traffic, in the case of the applicant company, were not excessive as compared with those charged on steam roads. To what extent the rates charged on steam railways are to be taken as a criterion of the reasonableness of the rates charged on electric railways, is a question which has not yet been thoroughly developed, and was not so placed before the Board at the hearing in Toronto that it can be said to what extent such comparisons are germane. As a matter of fact, the justification of the reasonableness of the rates charged the applicant company was, to a considerable extent, by the way. Counsel for the railway company devoted his argument to an attempt to prove that while there was a discrimination, it was not either



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an undue preference or unjust discrimination. It is on this point that the parties in the matter joined issue.

It is contended by the railway company that it should be permitted to take into consideration in making its rates the fact that in the case of the Dominion Sugar Company the railway is shipping sugar beets to a factory located on its own line, while in the case of the applicant sugar company no such condition exists. It is stated that even with the present rates charged the Dominion Sugar Company, the return is low and inadequate, and that it could not afford to continue these rates inbound were it not for the more profitable rates on the outbound shipments of refined sugar and the by-products, such as pulp, beet-meal, &c. Further, there is an arrangement under clause 135 of the customs tariff whereby sugar refineries are entitled to import into Canada, free of duty, raw sugar to refine at their factories, to the amount of two pounds of raw sugar to one pound of sugar refined from home-grown beets; and it is alleged that for a number of years the Dominion Sugar Company has so imported raw sugar from Great Britain, and that this traffic must also be considered in connection with the sugar-beet rates.

The sugar traffic of the railway is manifestly very important. The statement submitted at the hearing shows the following revenue from sugar:—

“ Total freight revenue from July 1st, 1909, to June 30, 1910, \$26,152.23	
Revenue on Sugar Beets. . . . .	4,395.89
Revenue on Refined Sugar. . . . .	6,323.00
Revenue on Raw Sugar. . . . .	4,662.28
	<hr/>
	\$15,381.17

Revenue on Dominion Sugar Company's business in comparison with the total revenue of all freight for the above mentioned time is equal to 58.81 per cent.”

The figures presented do not cover the sugar beet “campaign” of 1910, which began subsequent to the hearing in Toronto, since it was only in the campaign of 1910 that the applicant company began to ship,—it appears that in the year 1909-1910 some 58 per cent of the freight revenue of the railway company came from sugar beet and sugar inbound and outbound to and from the Dominion Sugar Company.

It is obvious that while “the substantially similar circumstances and conditions” referred to in section 315 may be described, they cannot be exactly defined. Reference to the earlier decisions of this Board, as well as to decisions of the English Railway and Canal Commission and of the Interstate Commerce Commission, give examples of particular circumstances and conditions to be considered; but it is obvious that the matter of discrimination must be looked at in the light of the particular facts of a particular case.

In the Brant Milling Company's case 4 Can. Ry. Cas. 268, the late Chief Commissioner Killam, in dealing with the law regarding discrimination as it then stood, said in construing the provisions of section 252 of the Railway Act of 1903.

“ Our Act then leaves it open to consider in reference to the making of charges all circumstances and conditions that appear applicable, whether directly relating to the carriage or the service given by the railway or not.”

Section 315, sub-section 1, thereof, differs as to the arrangement of the wording of the section as compared with that contained in section 252 of the Act of 1903. The words are the same; the arrangement is different. The arrangement of the wording will appear when the two sections are considered. Section 252 of the Act, 1903:—

“ All such tolls shall always under substantially similar circumstances and conditions be charged equally to all persons and at the same rate, whether by



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weight, mileage, or otherwise, in respect of all traffic of the same description and carried in or upon a like kind of cars passing over the same portion of the line of railway.

“Section 315 of the Railway Act of 1906:—

“All such tolls shall always, under substantially similar circumstances and conditions, in respect of all traffic of the same description, and carried in or upon the like kind of cars, passing over the same portion of the line of railway, be charged equally to all persons at the same rate, whether by weight, mileage, or otherwise.”

The question arises, does the re-arrangement in wording limit the discretion of the Board as to what constitutes the similarity of circumstances and conditions?

In England, the decisions under section 90 of the Railway Clauses Consolidation Act of 1845, as, for example, in *Denaby Main Colliery Co. v. Manchester, Sheffield & Lincolnshire R. W. Co.*, 14 Q. B. D. 209, have limited consideration to the conveyance or passing of goods over the line: but when the significant portion of this section, which is as follows—

“Provided that all such tolls be at all times charged equally to all persons and after the same rate, whether per ton or mile, or otherwise, in respect of all passengers and of all goods or carriages of the same description, and conveyed or propelled by a like carriage or engine, passing only over the same portion of the line of railway under the same circumstances; and no reduction or advance in any such tolls shall be made either directly or indirectly in favour of or against any particular company or person travelling upon or using the railway.”

is read, it will be found that it is very limited—that instead of “substantially similar circumstances and conditions” being open for consideration, it is “the same circumstances” that are referred to; and, further, that reference is made to goods, &c., “passing only over the same portion of the line of railway under the same circumstances.” It is clear, as was pointed out by Lord Herschell in the appeal in *Pickering, Phipps et al. v. London & North Western R. W. Co. et al.*, 8 Ry. & C. Tr. Cas., at page 108, that the words of the equality clause of the Act had no elasticity—that no outside circumstances were to be taken into consideration, and that it was an absolute rigid equality that was demanded by the statute. Is it to be assumed that the re-arrangement of the wording of section 315 necessitates that so rigid a construction be given to the section as it now stands?

Section 318 of the Railway Act states that—

“The Board may determine, as questions of fact, whether or not traffic is or has been carried under substantially similar circumstances and conditions, and whether there has, in any case, been unjust discrimination, or undue or unreasonable preference or advantage, or prejudice or disadvantage.”

In view of this explicit statement, it appears clear that the rearrangement of the wording of section 315 was not intended to limit the scope of the discretion of the Board. If it were intended to limit the consideration of the Board simply to the consideration of the conveyance over the line of the railway, some such words as are contained in section 90 of the Railway Clauses Consolidation Act of 1845, e.g., “passing only over the same portion of the line of railway”.....would have been used. As I read section 315, the provisions in regard to traffic of the same description carried upon like kind of cars passing over the same portion of the line of railway are illustrative, not limiting, that is to say, while the Board may consider whether it is traffic of the same description carried in or upon like kind of cars over the same portion of the line of railway, it may also consider any other circumstances and conditions which it may regard as pertinent to the alleged discrimination. The



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phrase "under substantially similar circumstances and conditions" is a wide phrase, and the illustrative items contained in the section do not necessarily, in my opinion, exhaust the scope of what the Board is empowered to consider.

While the provisions of the Act to Regulate Commerce which deal with unjust discrimination are not identical in terms with those contained in the Canadian Railway Act, it is of interest to note that the United States Supreme Court in dealing with the question of the powers of the Interstate Commerce Commission in regard to unjust discrimination used the following language:—

"The provision that discrimination must not be unjust implies that strict uniformity is not to be enforced, but that all circumstances and conditions which reasonable men would regard as affecting the welfare of the carrying companies, producers, shippers, and carriers should be considered by the Commission in enforcing the provision of the Act."

*Texas & Pacific R. W. Co. v. I. C. C., 162 U. S. 197 and at p. 217.*

Notwithstanding the difference in phrasing of the provisions of the American and Canadian Acts, I am of the opinion that the Board has an equally wide discretion in regard to what constitutes "substantially similar circumstances and conditions," and that it may consider: (1) Whether there is actual competition in the same market as between the Dominion Sugar Company and the applicant company, (2) the question of whether the nature of the traffic justifies the discrimination, and (3) the effect, if any, of this arrangement upon the consumers.

If the plant at Wallaceburg were in competition with another plant in Canada, it would be contrary to the law for the railway company to build up through a rate arrangement a manufacturing monopoly to the detriment of another plant which could be served by its lines. In the case of the Savannah Bureau of Freight and Transportation v. Louisville & Nashville Railway Company, 8 I. C. C. R. 377, a situation analogous to the hypothetical situation outlined in the preceding sentence came before the Interstate Commerce Commission, and it was decided by that body that a carrier cannot lawfully establish and maintain an adjustment of rates which in practice prevents shippers on its line from availing themselves of a principal market which they have long been using, and confers a substantial monopoly upon a new market in which, for reason of its own, it has greater interest. No quarrel can be taken with this position; but it is to be noted that it does not apply a canon of measurement for the case now before the Board because in the present case it is amply established in the evidence that there is no competition between the refined product of the Dominion Sugar Company and of the applicant company; there being no such competition it cannot be alleged that the railway company is in any way limiting the market for the refined sugar.

Turning now to the particular facts of the case before us we have a situation in which the inbound sugar beets are carried on a relatively low rate. It is alleged by the railway company that it can afford to do this in consideration of the higher rates enjoyed on the outbound product, that the rates by themselves on the inbound product barely cover the cost of movement. There is an admitted discrimination as between the sugar beets destined to the Dominion Sugar Company and those destined to the applicant company. Is this discrimination undue or unjust?

In the case before us, it is established that there is a short railway, the great bulk of whose traffic is concerned with one commodity. Of its earnings, 58 per cent are obtained from sugar beets, sugar, and by-products thereof, and deducting the revenue from the inbound sugar beets, it will be found that approximately 40 per cent of freight revenue is obtained outbound from the refined sugar, raw sugar, and by-products. It is, under the circumstances, justifiable to consider the relation between



the rates on the inbound and outbound traffic in the crude and finished product of this commodity. It is further established that the Dominion Sugar Company and the applicant sugar company are not competitive in the refined sugar business; so that the rates received by the Dominion Sugar Company do not permit it in any way to undersell the applicant sugar company in its own market. So far as the grower is concerned, it is admitted in evidence that the Dominion Sugar Company, as a matter of fact, pays more for sugar beets on the percentage basis than is paid for the applicant company on the flat rate basis. It, further, appears that since the sugar producing plants are not competing in the same market, the rates at present charged do not react detrimentally upon the consumers of sugar produced by the two plants.

Under these conditions, the Board is of opinion that while there is discrimination it is not undue or unjust.

During the course of the hearing, counsel for the railway company stated that the rates now applying upon the traffic of the applicant sugar company were such that his company had decided "to ask permission to increase the rate to a flat rate of 50c. per ton for a haul of three miles, and for the full length of the line graded from 70 to 50 cents, to be in keeping with the tariffs of the Canadian Pacific and Grand Trunk" (volume 115, page 12780). As this matter was not formally developed in evidence before the Board, the Board has formed no opinion on the question of the justifiability of the suggested rate; but in view of the fact that subsequent to the hearing an attempt was made by the railway company to put in a flat rate of 50 cents on sugar beets, in carlots, from points on its line to Wallaceburg when destined to Croswell, Michigan, the matter requires specific mention here.

As has been indicated in an earlier portion of this judgment, the traffic moving from points on the railway company's line to Croswell, Michigan, is covered by a joint tariff in which the Chatham, Wallaceburg & Lake Erie and Pere Marquette participate. On October 20th, 1910, the Traffic Department of the Board received the railway company's tariff C.R.C. 154, naming the 50 cent rate above referred to. It was pointed out to the railway company that, under section 335 of the Railway Act, traffic moving from Canada to the United States, etc., must be covered by joint tariffs, and that it was not open to it to supersede a joint tariff by filing its 50-cent proportional. When this was brought to its attention, it stated that since it was apparent that all the traffic would be moved before the new joint tariff could be brought into effect, it would, therefore, continue under the joint tariff C.R.C. 150 in effect. The traffic in question, it is stated, moves during a very short season of the year, namely, from about the beginning of November to the middle of December. If the railway company and the Pere Marquette desire to supersede the present joint tariff by a higher joint tariff, and apparently this is what the former desired to do when it filed its proportional of 50 cents, it is only fair that in the case of traffic moving during such a short period in any given year, the parties affected should have a full opportunity to consider the effect of any proposed advance.

Under these circumstances, and in view of the consideration which the Chatham, Wallaceburg & Lake Erie Ry. Co. has apparently given to the matter, any new joint tariff affecting the traffic moving during the year 1911 should, if such new joint tariff is to be higher than the joint tariff at present in force, be filed so as to be effective not later than May 1st, 1911.

Chief Commissioner Mabce, Assistant Chief Commissioner Scott and Mr. Commissioner Mills concurred.

*Edmonton Board of Trade v. Canadian Pacific and Canadian Northern Railway Companies.*

The Board of Trade of the City of Edmonton applied, under Section 314 and 339 inclusive, for an Order directing the Canadian Pacific, the Canadian Northern, and the Grand Trunk Pacific Railway Companies to immediately issue and put into effect



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new freight tariffs on classes 1 to 10 inclusive, on goods shipped from Port Arthur and Fort William to Edmonton.

Judgment, Chief Commissioner Mabee, December 21st, 1910.

"This case is governed by the Order made in the Regina Board of Trade case. That order required the companies to remove existing discrimination by reducing rates from Fort William and Port Arthur to Regina and other points west of the favoured points. The latter were the points that enjoyed rates upon the Winnipeg basis. To comply with that order rates to Edmonton must be reduced as asked in this complaint. This follows without the necessity of issuing a formal order, unless requested by applicants."

Mr. Commissioner Mills concurred.

*Grand Trunk and Grand Trunk Pacific Railway Companies v. City of Fort William and Fort William Land Investment Company, et al.*

Having obtained the consent of the Municipality to use certain public streets for that purpose, the Grand Trunk Pacific Railway Company applied to the Board for the approval of the location of its line upon and along the streets in question. In granting the application the Board made the Order subject to the condition that the company should "make full compensation to all persons interested for all damage by them sustained by reason of the location of the said railway along any street."

Leave to appeal from this Order was granted by Order of Chief Commissioner Mabee upon all questions of law arising thereunder.

The appeal, Davies and Duff, J. J., dissenting, was dismissed. (Reported Can. Ry. Cas., Vol. II, Part 2, pp. 271 et seq.)

*Re Applications Hydro-Electric Power Commission of Ontario.*

Judgment, Chief Commissioner Mabee, May 3, 1910, delivered at the hearing.

"We will express our views of the situation and you may apply it to these applications as it may work out. The Hydro-Electric Commission applies under section 246 for leave to carry this power line over the lands of the Toronto, Niagara and Western Railway Company. Section 246 provides that no lines for the conveyance of electricity shall be erected across a railway without the leave of the Board, and the subsequent clauses confer jurisdiction upon the Board to grant such leave and impose terms that may be proper. When the title to the land that permission is asked to carry these wires over is investigated, it would seem that in 1902 the Parliament of Canada incorporated the Toronto and Niagara Power Company, and in the Act of incorporation gave to the Toronto and Niagara Power Company permission to expropriate by simply incorporating into the special Act the expropriation clauses of the Railway Act. The right of way was purchased or acquired by the Toronto and Niagara Power Company and a transmission line was erected between Niagara Falls and Toronto for the conveyance of electric light and power. Subsequent to the construction of this transmission line by the Toronto and Niagara Power Company, it leased the lands which it had acquired to the Toronto, Niagara and Western Railway Company, which had obtained the right to construct a railway from Niagara Falls to Toronto. The least is not before us, nor is the date, the terms or the conditions; but the lease having been given to the Railway Company, and the railway Company having, under power conferred on it by Parliament, located a line of railway between Niagara Falls and Toronto with the approval of the Minister of Railways and having filed plans for the location of that railway and having those plans approved by the Board, and the location of that railway being along this right of way covered by this lease, it would seem that the proper conclusion is that that is a railway and that the lands upon which these plans had been located and upon which this route map had been approved, were railway lands. Now



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under the interpretation of the word railway, under the interpretation clauses of the Act it is clearly defined that railway means railway property real and personal; so that we have got, under section 246, authority to grant permission to carry transmission lines across railway property. It does not seem to be any stretch of imagination or straining of jurisdiction or construction to hold that upon that state of facts, in so far as these railway lands are concerned, that is the lands vested in the Toronto, Niagara and Western under the lease from the Toronto and Niagara Power Company, that the Railway Act applies and that the Board has authority to grant leave to the Hydro-Electric to carry its transmission lines over this right of way. Now it appears that there is as I have indicated, a transmission line erected by the Toronto and Niagara Power Company along this right of way and that if an order goes it will be necessary for the lines of the Hydro-Electric to go over or under, I do not know which, the lines of the Toronto and Niagara Power Company. If we are right in saying that under the construction of the Act we have jurisdiction to grant to the applicants leave to carry its wire over these lands, it does not seem to me that there is anything to deprive the Board of that jurisdiction by reason of the fact of there being some other wire strung along upon these lands, and it is of course eminently proper that the existence of this other wire should not be overlooked.

It seems to us that the proper thing to do is to grant to the applicant leave to cross these railway lands. We make no order at all with reference to the existence of the Toronto and Niagara Power wire; we do not grant any order to cross it; we grant an order to cross over these lands, and the Board's electrical engineer, Mr. Murphy, will, if the engineers of the Hydro-Electric and the Toronto and Niagara Power Company are unable to agree as to just how this crossing should be worked out over these railway lands, in view of this Toronto and Niagara Power wire, act as arbitrator then between the engineers in the event of difference and define the conditions and specifications and terms necessary to go into this order by reason of the existence of this other transmission wire. I should think that the engineers of the Hydro-Electric and of the Toronto and Niagara Power Company could agree upon proper protective devices and arrange proper conditions. After they do that Mr. Murphy will approve of them. Of course we only grant these crossings upon his inspecting and reporting approval of the specifications and work to be done. If they cannot agree among themselves, Mr. Murphy will intervene and assist in working out the details. The order may be withheld until the engineers have an opportunity of conferring, so that the exact terms of the crossing order may be defined and all the conditions inserted in it.

Assistant Chief Commissioner Scott concurred.

Orders authorizing the applicant to erect and maintain its transmission wires across the tracks of the railway companies and to use and operate the same, issued accordingly. These Orders were subject to the conditions that the crossings should be in accordance with the "Standard Conditions and Specifications for Wire Crossings," as well as the conditions contained in the said agreement of July 12th, 1910.

*Vancouver Board of Trade v. Canadian Pacific Railway Co.*

The Vancouver Board of Trade applied for an Order directing the respondent railway company to (a) cease from making and charging discriminating rates on goods transported by such railway from Vancouver, B.C., to points located in British Columbia, Alberta, Saskatchewan, and Manitoba on the main line and on the Crow's Nest Branch Line, as compared with the rates charged by such railway to the same territory (for the greater distance) from Montreal, Quebec, and other points on the Atlantic seaboard; (b) cease from making and charging discriminating freight rates on wheat and oats consigned from Alberta to the Pacific Coast as compared with the charges on wheat and oats (for the greater distance) from points in the prairie pro-



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vinces to Lake Superior; (c) cease from making and charging discriminating passenger rates to passengers in British Columbia, and especially Commercial Travellers, as compared with the passenger rates charged by such railway in other portions of Canada.

Judgment, Chief Commissioner Mabey, May. 18th, 1910.

In this matter a demand was made on the 5th of February last by the Applicants upon the Railway Company that they be furnished with certain information fully set out in the memorandum. This was forwarded to the Board on the 21st of February by the Railway Company, it declining in the meantime to furnish the information the ground being given that it was not necessary for the purposes of the presentation of the case and the expense connected with its preparation would be very great. Under date of the 25th of April the Railway Company indicates that it is withholding its defence until a ruling is given as to within what bounds the case will probably curtail if at all.

I have given the matter the best consideration I have been able to and it does not appear to me that the claim made by the Applicants in this case has been adjudicated upon in any former case that has been before the Board.

I notice in some of the correspondence in letters that the Applicants were intending to re-open the Eastbound Rate Case but the complaint in this matter alleges that there is discrimination against British Columbia with respect to the rates charged from Vancouver eastward as compared with the rates charged from Montreal westward. No such case as this, so far as I can ascertain, has been heard by this Board.

This does not, however, so far as I am able to see, involve that the Railway Company should be asked at this stage to furnish all the material covered by the request sent to it by the Applicants. The rates are based from Fort William and at the present moment I do not see the necessity of requiring the Railway Company to work out in detail all the mass of information covered by the demand touching receipts and traffic east of Fort William. I should think if the Railway Company supplemented the information furnished in the former cases of rates from Winnipeg westward by similar information regarding receipts and traffic from Fort William to Winnipeg and carried the information down to date that it would be sufficient for the proper presentation of the Applicants' case.

If the parties in the meantime can arrange that information upon the above lines be furnished then as soon as it has been furnished the Board will try and fix a date to hear the case. If, on the other hand, either the Applicants or the Railway Company think that the above disposition is insufficient, or unfair, the matter had better be spoken to orally before the Board. This, of course, will require some local counsel to be instructed by the Applicants so that the matter may be fully discussed and the issues defined.

A hearing in this matter was had at a sittings of the Board held in the City of Montreal commencing January 26th, adjourned to be taken up later at Vancouver.

*Township of Clarke and Canadian Northern Ontario Railway Company.*

The Canadian Northern Ontario Railway Company applied, under Section 237 of the Railway Act, for leave to construct its railway across the public road between Lots 10 and 11, Concession 4, Township of Clarke, County of Durham, Province of Ontario. The facts are fully set out in the judgment of the Assistant Chief Commissioner.

Judgment, Assistant Chief Commissioner Scott, October 1st, 1910.

At the recent sittings in Port Hope the Township of Clarke made an application for the cancellation of Order No. 11392, dated 9th August last, which approved



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of a level crossing of the highway, by the railway at the point in question, instead of the subway which was authorized by Order No. 9562 of February 15th last. The first Order was made on the application of the Railway Company for the Board's approval of their plans of a subway, which was consented to by the Municipality.

It appears that, at a meeting of the Municipal Council early in the year, a representative of the Railway submitted to the Council plans of their different highway crossings throughout the Municipality. We were told by the Municipality at Port Hope recently, and it was not denied by the Railway Company, that the Municipality in consideration of their getting a subway at this crossing consented to level crossings at other points, where perhaps, a different character of crossing might have been ordered had not the Municipal Council approved of the plan.

In July last a petition was received from residents of the Township stating that they would prefer a level crossing to a subway at the point in question. This petition was followed up by a request from the Railway Company for a rescission of the Order of February and authority to construct a level crossing. Upon a report and recommendation of an Engineer of the Board, and upon considering the petition from residents which might have led one to believe that the Municipality was consenting, an Order was issued on the 9th August last, No. 11392, cancelling the Order for the subway and approving of the level crossing. The Municipal Council then moved against this latter Order.

It was stated by the Council that the petition of the residents upon which the Order of August was granted, was signed by its signatories under representations from the Railway Company which, if true, would have been discreditable to the Company. At the hearing at Port Hope, the truth of this allegation was not gone into, as counsel for the Railway Company stated that they were prepared to consider the crossing on its merits, as if the Order of August had not been passed.

The reason urged by the Railway Company for a level crossing, instead of the subway, was that the nature of the soil was such that the subway would be a difficult and expensive matter to construct.

After hearing all the parties at considerable length, the Board decided to send its Chief Engineer, Mr. Mountain, to examine the point of crossing and report. From Mr. Mountain's report it appears that the rail level at the point in question will be  $7\frac{1}{2}$  feet above the highway, and to construct a standard Subway it would be necessary to excavate 9 feet below the original level of the ground, which in his opinion is wet and spongy, and he thinks the abutments would have to be piled. Mr. Mountain estimates the minimum cost of the subway at \$7,500, and points out that from his observations the traffic on the highway is light. All this engineering information must of course have been known by the Railway Company when it first decided on a subway.

Had it not been for what took place at the meeting of the Council already referred to, I would not be inclined to order the Railway Company to build a subway at this point, but as the Municipal Council's approval of the other highway crossings in the Municipality was given with the understanding that they were to have a subway at the point in question, I look upon this matter as a contract which the Railway Company should not be relieved from, and I am therefore of the opinion that the Order of August last should be rescinded, and that of February approving of the subway should be revived.

Judgment, Mr. Commissioner McLean, October 3rd, 1910.

I agree in the above disposition of the matter. I feel, however, that I should make clear that in agreeing to Order No. 11392 issued on 9th of August last, which cancels the prior order for a subway and approved of a level crossing, I was at the time under the misapprehension that the Township had changed its original position and consented to a crossing at grade level.



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*Rat Portage Lumber Company v. Canadian Northern Railway Company.*

The Rat Portage Lumber Company, Limited, applied, under Sections 314, 318, 321, and 323 of the Railway Act, for an Order directing the Canadian Northern Railway Company to reduce its tolls, charges, or freight rates for carrying saw-logs of the Applicant Company from the Rainy River and points adjacent thereto, to the mills of the Applicant Company in the City of St. Boniface, Manitoba.

Judgment, Chief Commissioner Mabee, October 22nd, 1910.

This matter was heard at Winnipeg. The question of the right of the Railway Company to charge a switching toll of two dollars per car was reserved. I expressed the opinion at the time that I was not able to see, under the circumstances, how the toll could be legally charged; but in view of the importance with which it was regarded by the Railway Company, it was thought better to take the opinion of the Chief Traffic Officer upon the point. Of course this switching toll formed no part of the road haul rate which was fixed by statute.

Mr. Hardwell's views upon the matter are as follows:—

“If this toll formed part of the contract which fixed the road haul rate, and was taken into consideration in fixing the latter, I presume it should stand; but my recollection is that the line rate was a statutory one. If I am correct, and regarding it apart from the line rate, I am of the opinion that it should be abolished. I submit the following points:—

“1. The connection with the spur track is between the Company's St. Boniface Station and the Western Canada Flour Mill Co.'s plant, and is within the St. Boniface terminals. The length of the spur is 1.3 miles, seven-tenths Canadian Northern, six-tenths Lumber Co.

“2. The Company has received a road haul, and the logs are so consigned as to indicate the delivery required; the terminal service is not, therefore, switching in the ordinary sense.

“3. The movement is in trainloads; the cars have not, therefore, to be taken into the distributing yard with balance of trainload, and then shunted back to the spur. The switch opens to the north, so that the train can be backed in without shifting of engine.

“4. The rate applies to Winnipeg as well as St. Boniface; so that if consigned to Winnipeg, the logs would have to be hauled past St. Boniface, across the Red and Assiniboine River bridges, and out to the Fort Rouge yards, without extra charge.

“5. If this spur were not there the Company would have to provide siding accommodation within its terminals, for the use of which its practice would not justify an extra charge. A Company siding could be used for other traffic, it is true; but this spur was built at the Lumber Co.'s expense, the section between the main line and Oak Ave. being subsequently transferred to the Canadian Northern on payment of what the right of way cost the Lumber Co.; and while on the private section the Company is relieved from fire and other risks by its siding agreement.

“6. No extra charge is made for placing even single road-hauled cars at the Western Canada Flour Mills and other industries at St. Boniface and Winnipeg when straight consignment has been made. Cars are distributed along the Winnipeg Transfer Ry. and its spurs without extra charge.

“7. Mr. Cameron stated that his logs formed only from 25 to 30 per cent of the traffic delivered on this spur. The Company has filed no switching tariff on the other 70 or 75 per cent cargo; no charge is made.

“8. At page 5650 of the proceedings of the first hearing, Mr. Shaw compared the \$2.00 rate with the rate of 1 cent per 100 lbs., minimum, \$5.00, charged on all car-load traffic from St. Boniface transfer to the Company's Winnipeg yard; but his



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"comparison is inapplicable and misleading, as that quoted is the local toll for a purely local movement of freight loaded at St. Boniface and delivered at Winnipeg.

"Mr. Shaw admitted that his Company made no such charge elsewhere. He mentioned C.P.R. practice in the western colliery districts, but the Board has not approved these tolls, and has not made them a subject of investigation "per se." "The Estevan case turned on discrimination."

It would seem from the facts of the case and the foregoing points raised by Mr. Hardwell, that this two dollar switching toll must be disallowed.

As a result of the application and hearing, the Board not only disallowed this switching toll of \$2.00, but ordered further (1) that the Canadian Northern Railway Company, as successor of the Manitoba & South Eastern Railway Company, haul pine and spruce logs upon its lines—

(a) for any distance up to one hundred and fifty miles from Winnipeg.

(b) from the point, if any, where the railway touches Rainy River to Winnipeg, at a rate not to exceed \$2.50 per thousand feet board measure, in accordance with the provisions of 61 Victoria, Chapter 43, Manitoba.

(2) File with the Board joint tariffs with the Minnesota & Manitoba Railway Company, showing through rates from Minnesota points to Winnipeg by continuous route provided by the Minnesota & Manitoba Railway Company and the Canadian Northern Railway Company as successors to the Manitoba & South Eastern Railway Company, not to exceed \$2.50 per thousand feet board measure, and (3) That if, for any reason, the Canadian Northern Railway Company and the Minnesota & Manitoba Railway Company are unable to agree upon such joint tariffs, or the division thereof, the Canadian Northern Railway Company file with the Board tariffs showing rates from the International Boundary Line between Minnesota and Winnipeg, which added to the local rate upon the Minnesota & Manitoba Railway from the point of origin to such International Boundary line, shall not exceed \$2.50 per thousand feet board measure.

*Boyd and Kaulbach v. The Canadian Pacific Railway Company.*

Messrs. M. M. Boyd and R. C. S. Kaulbach applied for an Order directing the Canadian Pacific Railway Company to amend the location and plan of its proposed branch from Port Moody, three and one-half miles around the head of Burrard Inlet. The facts are fully set out in the judgment of the Chief Commissioner.

Judgement, Chief Commissioner Mabee, October 22nd, 1910.

When this matter was before the Board at the Sittings at Vancouver, I was under the impression that it came up by way of an application of the Canadian Pacific Railway Company under the Branch Line Clauses of the Act for approval of their proposed location. Upon going through the matter more carefully since the hearing, I find, however, that the first proceeding was a notification to the Secretary of the Board from the Department of Railways and Canals, dated January 22nd, 1910, enclosing a route map in respect of the location of a branch line desired to be constructed from a point on the main line of the Canadian Pacific Railway near Port Moody to the North Arm of Burrard Inlet, and advised that the same had been duly approved on the 21st instant, by the Minister, under the provisions of the Railway Act.

The next step, as shown by the file, is the receipt, on the 26th of July, of a protest upon behalf of Mr. Richard C. S. Kaulbach and Edna Rudolph against the location of this proposed line, and on the same day a similar protest from Mr. Mossom M. Boyd.

On the 28th of July, the General Solicitor for the Railway Company was advised of the receipt of these protests, and also that it did not appear that any



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application had been filed by the Railway Company with the Board in connection with the matter.

On the 30th of July, a letter was received from the Solicitor to the effect that the application would be filed as soon as the advertising had been completed and proof that the statutory requirements had been complied with; and in this shape the matter came up for hearing at the Vancouver sittings and was referred to one of the Board's Engineers for a report.

It seems that a contract had been let by the Railway Company for the construction of the work, and when the Engineer went to inspect the ground he found the contractors with a large body of men carrying on the work.

No application has ever come from the Company for the approval of any location plan, but it would seem that the Company was satisfied to proceed with the work upon the approval of the route map by the Minister.

In these circumstances there is nothing left for the Board to do but to leave the parties who were complaining about the location of this route to their rights to apply to the British Columbia Courts for injunction restraining the Railway Company from invading their properties.

*Re Grand Trunk Pacific Railway and Fort William.*

The Grand Trunk Pacific Railway Company applied, under Sections 159 and 237 of the Railway Act, for the approval of the location of its line of railway upon Main, Walsh, and Harold Streets in the City of Fort William, Ontario.

Judgment, Chief Commissioner Mabey, November 28th, 1910.

In view of the agreement between the Grand Trunk Pacific Railway Company and the Canadian Pacific Railway Company the application for approval of plans for construction of tracks of the Grand Trunk Pacific upon Main, Walsh, and Harold Streets had better be reconsidered. Under this agreement, the Canadian Pacific Railway Company is to build the road, but the Grand Trunk Pacific agrees to apply for and obtain approval of location plans. Why the agreement was put in that form, I do not know. If these plans are not approved before December 1st, 1910, then certain provisions of the contract apply that may cause serious loss to the Applicant. In the meantime, I think no harm can be done anyone if the Board approves the plans for these streets under sections 159 and 237, but upon the condition that no work of any kind, upon the ground, be performed by either the Grand Trunk Pacific or the Canadian Pacific Railway without an application to the Board by the Railway Company that desires to construct, to have the terms and conditions of construction, compensation to adjacent landowners, and the like, settled.

With reference to the application of the Grand Trunk Pacific, heard at Fort William, for leave to construct, pursuant to section 237, upon Hardisty Street (McKellar), the position of the case is different. The Privy Council has granted leave to appeal from the decision of the Supreme Court affirming the judgment of the Board imposing upon the Applicant certain terms respecting compensation to landowners. This appeal has not been heard. I understand the Grand Trunk Pacific desires only to have their application disposed of before December 1st, so it may not be in default under the terms of its contract with the Canadian Pacific Railway. In view of this, the Order may go for leave to construct upon Hardisty

1. No work to be started until the pending appeal before the Privy Council is disposed of.

2. If the appeal is successful and the clause imposing compensation to the landowners held beyond the powers of the Board; then, as previously announced, the Board will refuse to sanction the location upon Hardisty Street, and the former Order shall be repealed.



This latter clause should work no hardship, because the applicant was told, when the application was made, that without compensation the location would not be approved; and the Board does not propose that the matter shall get into the position that the railway can construct this road upon that street without complying with the terms imposed.

The following Order, dated November 30th, 1910, issued:

"IT IS ORDERED that the Applicant Company be, and it is hereby, granted leave to construct its line of railway upon Main, Walsh, and Harold Streets aforesaid, in the said city of Fort William, as shown on the said plan, upon the condition that no work of any kind, upon the ground, be performed by either the Applicant Company or by the Canadian Pacific Railway Company without an application to the Board by the Railway Company that desires to construct, to have the terms and conditions of construction, compensation to adjacent landowners, and the like, settled."

*Canadian Northern Ontario Railway Crossing William Street, Cobourg.*

The ratepayers of the Town of Cobourg complained to the Board that the crossing of the Canadian Northern Ontario Railway on William Street in the said Town was a dangerous one, and applied for an Order directing that a subway be constructed at the said crossing.

Judgment, Assistant Chief Commissioner Scott, March 30th, 1911.

At the sittings in Cobourg on March 24th, 1911, the attached petition, which is addressed to the Mayor and Councillors of the Town of Cobourg, was handed into the Board by the President of the Board of Trade, with the statement that the Municipal Council refused to deal with the matter and that the petitioners desired the Railway Commission to order the Railway Company to build a subway carrying William Street under the railway at this point.

It appears that an agreement was entered into between the Municipal Council of Cobourg and the Railway Company whereby the Municipality consented to the railway line crossing William Street on the level. Upon the report of an Engineer of the Board approving of the plans and the consent of the Municipal Council, Order No. 11324, dated 30th July, 1910, was issued approving of a level crossing.

After the sitting in Cobourg, the Board viewed the locus in quo. The approach on the highway to the railway track from the Town of Cobourg is fairly level with a good view eastward and a fair view westward, which will be improved by the removal of an old mill which we were told was to be taken down. Approaching the track on the highway from the north there is an uphill grade, on the west side there is a sidewalk, and on the east side a wide ditch. At present this approach is not in a safe condition; but I think it could be made so by a railing being placed on the west side of the sidewalk, the ditch on the east side of the highway being filled in, for a distance of at least 100 feet from the track, and a mound, some trees, and a portion of a fence which intercept the view of trains approaching the highway from the west being removed. If this work is done and the roadway made at least 30 feet wide, I believe the crossing will be fairly safe; and, bearing in mind the consent of the Municipality, I am of the opinion that the subway petitioned for should not be ordered.

Mr. Commissioner Mills concurred.

*The People's Telephone Company v. The Bell Telephone Company of Canada.*

The Bell Telephone Company applied for the approval of a contract entered into with the Canadian Telephone Company.

Judgment, Chief Commissioner Mabee, delivered at the hearing, January 25th, 1911.



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This matter comes up on application of the Bell Telephone Company for approval of this contract which it has entered into with the Canadian Telephone Company. Objection is taken to the contract by the People's Telephone Company.

The Board has had a great many of these contracts filed and has given temporary approval of them from time to time. The particular clause in question has been discussed at various times by the members of the Board and it was thought better to defer final consideration of it until a case arose where some municipality or company or individual objected to the clause, and so the views of the Board upon the policy contained in this clause 11 of this particular contract have not been before announced.

This particular contract of the 30th of November, 1910, provides an elaborate system of carrying on business between these two companies. It has to be approved by this Board. Why? Why did Parliament say that all contracts, agreements and arrangements between a telephone company and any other company or any province or municipality or corporation should be subject to the approval of the Board and should be submitted to and approved of by the Board before such contract or agreement or arrangement should have any force or effect? Why did Parliament require the confirmation or approval of all of these agreements before they should be permitted to go into operation? There must have been some good reason for it. It evidently was not intended that a telephone company should be at liberty to enter into any sort of an agreement or arrangement with any other company that it chose. It was thought proper that there should be some authority to intervene with a view of seeing that these contracts did not take a form that might work injury to the public or possibly to other interests.

Now the Peoples Telephone Company have had for some years connection with this Canadian Company and is now operating in Sherbrooke and it says, "It is true we have got no contract on foot now with the Canadian Company, it is true that at the present moment they refuse to enter into a contract with us but we object to the approval by the Board of any contract that will absolutely prohibit them at any future time from entering into a contract with us unless the Bell Telephone Company gives its consent." It may have been in the working out of this contract and in the transfer of certain portions of these systems from the one to the other and the giving up of certain lines and subscribers, in the interests of the Canadian Telephone Company and the Bell Telephone Company that there should be this clause relating to the contract being of an exclusive character, but is it in the interest of the people of Sherbrooke? Is it in the interest of the people in the adjoining localities outside of the present zone that the Canadian Telephone Company operate in? Why could not at some future time some company—coming into existence and connecting on the outskirts or wanting to connect on the outskirts of the area supplied by the Canadian Telephone Company—have a right to connect or a chance to make a contract to connect with the Canadian Company if the Canadian Company chose to do so? Why should it turn over to the Bell Telephone Company the absolute and unqualified right to say you shall not enter into any contract at any future time with any other system unless we give you that consent? Here is the Canadian Telephone Company, a public utility, serving a very considerable area and it is asking to be tied up tight with the Bell Telephone Company so that it cannot exercise its own judgment as to what contracts it may enter into for the purpose of connecting with other lines. It does not seem to us that that is in the interest of the public. It does not seem to us that public policy would justify such a monopoly as that to be crystalized into a contract of this kind.

Then again the Peoples Telephone Company, being a public utility operating in Sherbrook, should not be placed in the position, at any rate by any affirmative act of this tribunal, of being prevented at any future time from re-instating itself



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with the Canadian Telephone Company's subscribers if it can bring about such an arrangement.

The present management of the Canadian Telephone Company say they will not enter into any contract with the People's Telephone Company. It may be that some successors in the management of the Canadian Telephone Company will be quite willing and quite anxious to enter into a contract with the Peoples Telephone Company, but they will be confronted with this clause in the agreement which will prevent them entering into that contract no matter how much they may desire to do so.

It seems from every point of view that this clause is not a clause that should be permitted to go into these contracts. This is the unanimous opinion of the members of the Board. I have authority to announce that the fifth member of the Board, Dr. Mills, who is not sitting to-day, is very firmly of the opinion that none of these clauses should ever have been permitted to go into these contracts.

If the parties desire, this contract may be affirmed eliminating the obnoxious portion of clause 11. Or if the parties desire they may execute a new contract leaving out those few words, that they will not consent to the connection of this system with any other.

Later the Bell Telephone Company submitted for approval an amended form of agreement.

Judgment, Mr. Commissioner Mills, March 6th, 1911.

It appears to me that clauses 12, 13, and 14 of the amended agreement, now submitted for approval, are contrary to the spirit and intention of the judgment in this case, as delivered by the Chief Commissioner on the 25th of January, 1911.

If these clauses, with their reference to clause 5, were approved, the exclusive nature of the contract, would, I think, be much the same as it was in the former memorandum of agreement.

My opinion is that clause 11 of the former agreement should simply be omitted, the Company having the right to strike out clause 5 also, if it thinks proper to do so.

Clause 34, the last of the agreement, can easily be modified so as to furnish an adequate remedy, effective within a reasonable time, in case either company does anything of which the other seriously disapproves.

Chief Commissioner Mabee and Assistant Chief Commissioner Scott concurred.

*The Canadian Condensing Company, Limited, v. The Canadian Pacific Railway Company.*

Judgment, Chief Commissioner Mabee, January 7th, 1911.

The applicants allege that on the 14th of October, 1910, they loaded, at Chester-ville, Ontario, a car of evaporated milk, destined to Vancouver.

The following is an excerpt from their letter:—

‘ Being under the impression the minimum carload weight was 30,000 pounds, we loaded 30,350 pounds, took our bills of lading to the C.P.R. agent marked ‘ prepaid ’, who figured up the freight, and we paid him \$288.33. We heard nothing more of the matter until about the middle of November we had a debit note from the Consignees, Little Brothers, for \$91.67, paid additional freight on car received October 27th; enquiring into the matter we ascertained that the minimum weight had been advanced to 40,000 pounds, and we made a claim on the C.P.R. for a refund of the \$91.67, feeling that they had a perfect right to entertain the claim, since the error was clearly one of their Agent's, and not ours.’

The Applicants, no doubt, feel that they have been injured to the extent of \$91.67, alleging, as they do, that the car was shipped on a laid down price, and in



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fixing that price the freight was figured on the basis of the 30,000 pound minimum, and that the error, be whose it may, has put them to loss to the extent of \$91.67.

Now the facts are that the tariff rate in carload lots from Chesterville to Vancouver on evaporated cream is \$1.75 per 100 pounds, classification minimum of 24,000 pounds. This would have made the charge upon the shipment in question \$420. There is, however, a special commodity tariff showing a toll of 95 cents per 100 pounds on a minimum of 40,000 pounds. This commodity rate, basen on the 40,000 pound minimum, has been in force since December, 1909, so that the applicants are in error in saying that the minimum had been advanced to 40,000 pounds. On the contrary, it had been in effect at least nine months before the shipment moved. Of course the Agent of the Railway at Chesterville was in error in accepting prepayment at 95 cents per 100 pounds on the actual weight loaded. However, if the shipment had been permitted to move at this rate, it woud have been a variation from the published tariff which is declared to be unlawful and illegal. Likewise, if the Railway Company were compelled to refund to the Applicants the \$91.67, the same result would follow.

This case is an illustration that occasionally an individual hardship follows by reason of the law permitting no departure from the published tariff.

Getting, back, however, to the root of the matter, the Applicants committed the initial error by permitting "the impression the minimum carload weight was 30,000 pounds" to prevail. Had they not acted under a mere impression, but had looked up the tariff which the law compels to be kept published at the Chesterville Station, they would aot once have ascertained the true facts, and the error would not have followed. To permit a refund of this \$91.67 might work discrimination in favour of the Applicants, as it may be that other shipments have moved from Ontario points upon the basis of the lawfully published tariffs.

No redress can be given to the Applicants.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

#### RE APPLICATION FOR APPROVAL OF SUPPLEMENT NO. 1 TO THE CANADIAN CLASSIFICATION NO. 15.

The Canadian Freight Association applied, under Section 321 of the Railway Act, for an Order approving the proposed Supplement No. 1 to C. R. C. No. 15.

The application, in so far as it affected the ratings of tobacco, was refused.

Judgment, Mr. Commissioner McLean, March 21st, 1911.

In the hearing at Ottawa on February 21st, the proposed ratings on tobacco were spoken to. They were also spoken to at the subsequent hearing in Toronto.

The effect of the proposed changes may be ascertained from the following comparative statement:



TOBACCO.

	Old Rating		New Rating		Effect.
	L.C.L.	C.L.	L.C.L.	C.L.	
Cut—					
In pails, loose or tied together . . . . .	D—1,	4	D—1,	4	Unchanged.
"    two or more strapped together with metal or wood . . . . .	1,	4	1,	4	
In boxes or barrels . . . . .	1,	5	In packages—boxed 2,	4	Increase.
"    repacked in cases . . . . .	2,	5	"    2,	4	"
Plugs					
In caddies, loose or tied together . . . . .	D—1,	4	In caddies or butts. D—1,	4	Unchanged.
"    two or three strapped together with metal or wood, or firmly tied together with cord of not less than $\frac{1}{4}$ in. in diameter. . . . .	1		Two or more crated or securely fastened together . . . . .	2, 4.	Decrease in L.C.L.
"    four or more strapped together with metal or wood firmly tied together with cord of not less than $\frac{1}{4}$ in. in diameter, or sewn tightly together in canvas. . . . .	3,	5	"    " . . . . .		Increase.
In boxes or barrels . . . . .	3,	5	"    " . . . . .		"
In caddies crated . . . . .	3,	5	"    " . . . . .		"
Tobacco in skins . . . . .	2,	4	No rating. . . . .		Struck out.

In part, the changes both in description and in rating are due to modernizing of the classification. Tobacco in skins is no longer an article moving under the classification; nor is tobacco shipped in barrels.

It will be seen that in the case of caddies "two or three strapped together, etc.," there is a reduction from the any-quantity rating of first to second and fourth. There is also a reduction in the L. C. L. rating of cut tobacco in boxes and barrels from first to second. It, however, appears that cut tobaccos have not been allowed by the excise laws for the past thirty years to be put up in bulk, either in boxes or barrels. They have to be put up in stamped packages not exceeding one pound each; so the reduction is a seeming one.

The important matter, as shown in the tabular comparison above, is the increase in the carload rating from fifth to fourth.

Much interesting evidence was submitted by the shippers regarding the compact nature of the shipments, the infinitesimal amounts involved in damage claims, the large percentage of tare, and the profitable business alleged to be done by the railways in connection with the handling of tobacco, it being alleged that the movements in and the movements out and distribution of the manufactured product meant that the railways had from this source a business of fifty millions of pounds of tobacco, it being apparent that a single pound of tobacco accounts for various movements. It is not, however, necessary to go into this in detail.

The railways have asked for an increase in rating; for the items in which there are decreases are not important in volume. The burden of justifying the increase is on the railways. In justifying the increases, Mr. Pullen made estimates based on an average value of \$1.00 per pound. It was shown in evidence that 50 cents a pound would be a characteristic average. The average is held down by the largely increased use in recent years of Canadian grown tobacco, which it was stated represented at least 50 per cent of the consumption. As illustrating the values of the commodity manufactured from the Canadian leaf, reference was made in evidence to a smoking tobacco which sold at twenty-five cents a pound, this being sold by the manufacturer at 17.54 cents; and by the jobber to the retailer at twenty cents, and to plug tobacco



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which listed at forty-five cents a pound and went to the jobber at about forty cents a pound. "Casino" tobacco, the biggest seller of the B. Houde Co., of Quebec, has a value of from eighteen to twenty cents a pound.

The distribution of the manufactured product is largely in the hands of the grocery trade. Mr. Bourke of the Dominion Tobacco Company testified that an exact check of the records of his business showed that 84 per cent of his output of plug tobacco was disposed of to the grocery trade, while over 60 per cent of the cut tobacco was similarly disposed of. At the hearing in Toronto, Mr. Beckett representing the Ontario Wholesale Grocers Guild, stated that from 80 per cent to 85 per cent of the tobacco was handled by the wholesale grocers. He also testified that the tobacco business was about 10 per cent of the total trade of the grocers.

It is obvious that under this well established system of distribution an increase in the carload rating from 5th to 4th class would mean a serious dislocation of business. The fifth class rating is of value because a mixed carload can be made up from the grocery list; at times, as much as three or four thousand pounds of tobacco will be put in such a car.

While it is entirely proper for the railway companies to so modernize the terminology of the classification as to make it harmonize with trade conditions, such changes should not veil increases. Increases, if made, must be made on their own merits. The railways did not present exact information regarding values in justification of their proposed increased ratings. Nor did they address themselves to showing that other factors affecting classification would justify the increase. The evidence given on behalf of the tobacco manufacturers and shippers showed that so far as risk, weight, and space were concerned, the movement for higher rating would not be justified. In view of the dislocation in the established method of distribution which the proposed increased ratings would cause, it would be necessary for the railways to make out a strong affirmative case. This they have not done; and their application, in so far as it is concerned with increased ratings, should be dismissed. I should further state that, in my opinion, the proposed increase in the L.C.L. rating of plug tobacco from third to second has not been justified.

Chief Commissioner Mabey, Assistant Chief Commissioner Scott, and Mr. Commissioner Mills concurred.

## RE LOCATION OF KIPP STATION ON CROW'S NEST BRANCH, CANADIAN PACIFIC RAILWAY.

Judgment, Chief Commissioner Mabey, December 5th, 1910.

The Canadian Pacific Railway Company applies for "an Order authorizing the location of a proposed new station at Kipp on the Crow's Nest Branch of the C.P.R., in the N.E.  $\frac{1}{4}$  30-9-22 w. 4th Alberta."

If this application were granted it would in effect be a withdrawal of the position formerly taken by the Board in connection with the application made by Mr. Grant Hannan. The Board still feels that under the circumstances disclosed in that matter it was properly disposed of. The location of a station at the point proposed by the Company will work much inconvenience in train operation; but the Company, in effect, by its application, would prefer putting up with that rather than give in to Hannan's contention.

If the former matter was properly disposed of it follows that the present proposed location cannot be approved. It is not necessary to recite the facts. They are of concern only to the parties interested. The Board cannot confirm the steps taken by the Company to extricate itself from the first error and the application must be refused.



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RE CANADIAN NORTHERN RAILWAY SUBWAY AT DIVISION STREET,  
COBOURG.

The facts are fully set out in the judgment of the Assistant Chief Commissioner. Judgment, Assistant Chief Commissioner Scott, March 30th, 1911.

At the sitting of the Board in Cobourg on the 24th March, 1911, we heard a number of persons complaining against the plans of this subway, and we heard the Railway Company in reply thereto.

The Chief complaint is that the highway is not to have a clear opening of 35 feet as will be the case under the Grand Trunk subway a few hundred feet south, but that the Canadian Northern Railway Company in its plan has two uprights at each side 5 feet out from the concrete abutments. This style of construction is, of course, much cheaper than that adopted by the Grand Trunk Railway Company. It is quite apparent that the studied policy of the Canadian Northern Railway Company in the construction of its Toronto-Ottawa Line is to do the work as cheaply as possible, even if it is to the prejudice of the interests and rights of the public who use highways crossed by the railway.

Originally, it was the desire of the Board and the Town of Cobourg that, the Canadian Northern Railway Company in constructing its line, should parallel and adjoin the Grand Trunk at the crossing of Division Street, so that one subway only would be placed in that street. However, the Canadian Northern Railway Company asked to be allowed to build a subway at its own expense some few hundred feet further north, in order to be away from the Grand Trunk Railway Company's property. Notwithstanding the inconvenience of those who travel on Division Street of having to go through two subways instead of one, the Town of Cobourg, consented to the Canadian Northern Railway Company's application, which was granted by the Board by Order No. 11,708, dated 19th September, 1910. Detail plans of the subway were to be submitted within thirty days from the date of that order.

On the 30th January, 1911, an Engineer of the Board approved of a general location plan showing the subway, and on the 17th March, 1911, he approved of a detail plan. These plans show the uprights already referred to, five feet out from each side of the abutment. I cannot find from our files that either of these plans were submitted to the Municipality before being approved, or were they sent to it afterwards. However, at a meeting of the Council of the Town of Cobourg, held on the 6th March 1911, that Council passed a resolution objecting to the plans, and asking the Board to hear the objections at the sitting on the 24th March.

The Town of Cobourg, upon learning of the features which they considered objectionable in the subway plans, notified the Railway Company not to go on with the work. Nothing has been done on the ground, except the construction of the concrete abutments. We were told by the Railway Company that the Order for the bridge work has been given.

Under these circumstances, I am of the opinion that the approval given to the detail plans of the subway should be cancelled, and the Railway Company ordered to submit new plans showing the elimination of both columns, and with a side-walk on the west side only, so that the opening under the subway will then consist of a clear opening of 35 feet similar to the Grand Trunk subway, with a five foot sidewalk on the west side, and a thirty-foot roadway.

Objection was also taken to the existence of a hump in the roadway between the Grand Trunk and the Canadian Northern Company subways. The grade northward out of the Grand Trunk Subway is 5% and southward out of the Canadian Northern Subway is 2%. This, of course, will not look very well; but, even if the hump was entirely eliminated and the same grade obtained from one subway to the other, the



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farmers with heavy loads coming into Cobourg would still have to climb a 5% grade south of the Grand Trunk Subway. I therefore think that the grade shown on the present plans need not be altered.

Mr. Commissioner Mills concurred.

*The City of Victoria v. The Esquimalt and Nanaimo Railway Company.*

The City of Victoria applied for an Order (a) directing the Esquimalt & Nanaimo Railway Company to enlarge the swing of the railway bridge crossing the Victoria Harbour by removing the central pier; (b) to construct a draw or bascule bridge with modern appliances; (c) to be enjoined from obstructing the free navigation of the waters of Victoria Harbour over which the bridge passes; and (d) that the railway company submit to the Board rules and regulations for the working of the railway over such bridge, for recommendation by the Board to the Governor General in Council for sanction.

Judgment, Mr. Commissioner Mills, November 24th, 1910.

At the hearing of this case in the city of Victoria, B.C., on the 1st of September, 1910, Counsel for the City stated that, in view of an understanding arrived at or an arrangement made at a former hearing, the City was willing to let the matter of a new bridge and suitable passages thereon for the use of pedestrians, stand for the present, but objected strongly to the manner of operating the present draw bridge of the Esquimalt & Nanaimo Railway (owned and operated by the Canadian Pacific Railway Company) across the northern arm of Victoria Harbour, and urged the Board to issue rules or regulations to secure the operation of the said draw bridge in such a way as not to obstruct or impede the free navigation of the waters of Victoria Harbour.

The points at issue were discussed at considerable length; and, after due consideration of the complaint of the City of Victoria; the argument and allegations of Counsel for the said City; the answer of Counsel for the Canadian Pacific Railway Company; the statements of the employee who operates the draw bridge in question; the rights of passengers travelling on the trains of the Esquimalt & Nanaimo Railway; the trouble arising from the said trains not running on schedule time; the rights and interests of shippers using the portion of the harbour north of the said bridge, especially those whose vessels can pass in and out only at high tide; and the general rights and interests of all concerned,—I would recommend that, until further notice, the following regulations regarding the operation of the said bridge be issued for the guidance of the Canadian Pacific Railway Company:

*Regulations in re Draw Bridge across Harbour, Victoria, B.C.*

Until further notice, the regulations of the Board of Railway Commissioners for Canada regarding the operation of the draw or swing bridge of the Esquimalt & Nanaimo Railway (owned and operated by the Canadian Pacific Railway Company) across the northern arm of the harbour of the City of Victoria, B.C., are and shall be as follows:

1. The Canadian Pacific Railway Company shall instruct and caution all engine-men, conductors, and other persons who are placed in charge, or allowed to take charge, of trains on the Esquimalt & Nanaimo Railway, to exercise the greatest caution regarding the operation of trains over the railway bridge across the northern arm of the harbour of the City of Victoria, B.C., and always to comply strictly with Section 273 of the Railway Act, as follows:



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"When any railway passes over any navigable water, or canal, by means of a draw or swing bridge, which is subject to be opened for navigation, every train shall, before coming on or crossing over such bridge, be brought to a full stop, and shall not thereafter proceed until a proper signal has been given for that purpose."

2. If a ship or boat makes a signal for the opening of the draw or swing bridge of the Esquimalt & Nanaimo Railway across the northern arm of the harbour of the City of Victoria, B.C., the bridge tender, or man placed in charge of the bridge, shall at once set the semaphores at "danger," for the protection of approaching trains, and shall immediately thereafter open the said draw bridge, with all due despatch; provided however, as follows:

(a) If a signal be given for the opening of the said drawbridge within ten (10) minutes of the schedule time for the arrival of any passenger train of the said Railway Company at its passenger station in the City of Victoria, or the departure of any such train from the said station, the said bridge shall not be opened until a period of ten (10) minutes immediately after the signal given by the ship or boat shall have elapsed.

(b) If at the end of the said ten (10) minutes, no train from the north has arrived at the west-end semaphore and the east-end of the drawbridge is clear, the said bridge tender shall at once set the west-end semaphore at "danger," for the protection of approaching trains, and shall immediately thereafter open the draw bridge as quickly as possible for the passage of the ship or boat in question.

3. In no case shall a ship or boat give a signal for the opening of the said draw bridge, until within ten (10) minutes of the time when it will be ready to pass promptly through.

*Stewart v. Napierville Junction Railway.*

Judgment, Chief Commissioner Mabee, November 9th, 1910.

On the 22nd of July, 1909, the Board received from Mr. W. A. Stewart, of Napierville, a complaint alleging, and fully setting forth, certain grievances against the Napierville Junction Railway, in connection with the service furnished to the persons along the line of that Road. This was served upon the Quebec, Montreal, and Southern Railway Company, and on the 5th of August a lengthy communication was received from the General Manager of that Road in answer to the alleged grievances. This answer questioned the jurisdiction of the Board and alleged that inasmuch as the Napierville Junction Railway had been constructed under a Charter from the Province of Quebec, the Board had no control over the Road. The matter seems then to have been referred to the Law Clerk, and on the 22nd of September, 1909, he reported that the Napierville Junction Railway Company was incorporated by an Act of the Legislature of the Province of Quebec; that this undertaking had never been declared by Parliament to be a work for the general advantage of Canada, and that the Company, therefore, was not subject to the jurisdiction of the Board. This was communicated to the Applicant and apparently the matter dropped.

On the 5th of October, 1909, the Board received a lengthy communication in the form of a resolution passed by the Municipal Council of the Parish of St. Cyprien, alleging numerous grounds of complaint against the operation of the Napierville Junction Railway Company. This complaint, apparently, was not served upon the Railway Company, inasmuch as it seems to have been taken for granted that the Board could not entertain consideration of the grievances set forth.

Dr. Mills now receives a letter, under date of the 25th of November, 1910, from Mr. Marceau, of Napierville, asking why this Road is not subject to the Board's jurisdiction. This letter has been turned over to me by Dr. Mills for the purpose of furnishing to him the necessary information to answer the letter.



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I was not aware that the complaint forwarded by Mr. Stewart had been dropped, because it was thought the Board had no jurisdiction. This is entirely, as I understand the facts, an erroneous conclusion. The Napierville Junction Railway runs from Rouse's Point to St. Constant. That Company has no rolling stock, furnishes no facilities to the public, and operates no trains. This road is said to be owned in fact by the Delaware & Hudson Railroad Company. It is operated by the Quebec, Montreal and Southern Railway Company with the equipment of the Delaware and Hudson Company. Both of these last mentioned roads are subject to the jurisdiction of the Board. These complaints, in fact, are not against the Napierville Junction Railway Company, and that is probably what misled the Law Clerk. The complaints are all directed against the passenger service and facilities generally afforded the public throughout that district by the Quebec, Montreal & Southern Railway Company, which is operating this line. This latter Company being subject to the jurisdiction of the Board, its train operations, and the facilities generally that it affords to the public over the line of the Napierville Junction, are all subject to the control of the Board, and it makes no difference that the Corporate entity of the Napierville Junction Railway is still continued, the complaints can all be dealt with as against the Railway Company that is operating the Road in question.

Let an Order be made adding the Quebec, Montreal & Southern Railway Company as a party; forward a copy of the Order and of this memorandum to Mr. Stewart, to the Municipality of St. Cyprien, and to the Quebec, Montreal & Southern Railway Company. Forward, also, to the latter Company a copy of the complaint set forth upon behalf of the Municipality of St. Cyprien and ask if it has any further answer to make.

*Re Flat Cars.*

Owing to the large number of accidents caused by defects in the flat and open cars of railway companies used for shipments of long materials and stone not affording proper safeguards for the handling of such traffic, the Board, upon the report and recommendation of its Inspectors, by Order No. 7599, dated July 24th, 1909, directed that all railway companies within the legislative authority of the Parliament of Canada, operating a railway by steam power, shall strictly conform to the rules and regulations from time to time approved by the Master Car Builders' Association governing the loading of lumber, logs, and stone on flat and open cars, and that shippers and railway companies shall see that all open and flat cars are loaded and the loads protected in accordance with the terms of this Order.

The Canadian Manufacturers' Association applied, under Section 284 of the Railway Act, for an Order directing all railway companies subject to the jurisdiction of the Board, to reimburse shippers for any and all expenses to which they are subjected by reason of having to equip flat cars with stakes and fastenings, so as to comply with the regulations set forth in Order of the Board No. 7599, dated July 24th, 1909.

Judgment, Mr. Commissioner Mills, February 19th, 1910.

This application is in behalf of shippers of lumber and other forest products, stone, iron pipe and tubes, structural iron and steel, vitrified pipe, cars, engines, boilers, dynamos, pumps, farm machinery, and some other commodities.

The section of the Railway Act under which the application is made, or the part of the said section which is applicable to the case, is as follows:

Section 284. The Company shall, according to its powers,—

(a) Furnish adequate and suitable accommodation for the receiving and loading of all traffic offered for carriage upo the railway; and

(d) Furnish and use all proper applinaces, accommodation, and means necessary for receiving, loading, carrying, unloading, and delivering such traffic.



Few, if any, Companies will, I presume, contend that they have not the *power* to furnish such appliances as are proper and necessary for the use of any class of their cars in the work of transportation: and the section quoted seems clearly to establish the legal obligation of the railway companies within the legislative authority of the Parliament of Canada, to furnish all their cars with "all proper appliances," for loading and carrying "all traffic offered for carriage" upon their respective railways; and there can, I think, be no doubt that stakes, braces, binders, and such like fixtures are proper and necessary appliances for the loading and safe carriage of certain commodities on flat cars.

These provisions of the section are lucid and very broad; they are, I think, as clearly mandatory as any enactment can be made; they leave no doubt about the meaning and the intention of Parliament as to the obligation which it was placing upon the Railway Companies.

If, in the opinion of the Board, suitable accommodation and necessary appliances are not furnished by the Company, "the Board may order the Company to furnish the same;" and it "may prohibit or limit the use..... of any engines, locomotives, cars, rolling stock, apparatus, machinery, or devices, or any class or kind thereof, not equipped as required by this Act, or by any Order of regulations of the Board made within its jurisdiction under the provisions of this Act."

See sub-section 3, as follows:

"If in any case such accommodation is not, in the opinion of the Board, furnished by the Company, the Board may order the Company to furnish the same within such time or during such period as the Board deems expedient, having regard to all proper interests; or may prohibit or limit the use, either generally or upon any specified railway or part thereof, of any engines, locomotives, cars, rolling stock, apparatus, machinery, or devices, of any class or kind thereof, not equipped as required by this Act, or by any orders or regulations of the Board made within its jurisdiction under the provisions of this Act."

Further, by an amendment to the Railway Act (7-8 Ed. VII, Chap. 61, Section 10), the Board is given authority to "make regulations. . . . imposing charges for default or delay by any company in furnishing accommodation, appliances, or means as aforesaid," and to determine by order or regulations "what circumstances shall exempt any company from payment of any such charges," that is, such charges as are imposed by the Board.

There can, I think, be no question as to the obligation imposed; and I find no provision for relieving the Companies of the obligation. The Board is invested with authority—

1st. To order any railway company under its jurisdiction to furnish "all proper appliances, accommodation, and means necessary for receiving, loading, carrying, unloading, and delivering such traffic," that is, "all traffic offered for carriage upon its railway," if such appliances, accommodation, and means are not furnished by the said company.

2nd. To prohibit or limit the use of rolling stock which is not equipped "with all proper appliances."

3rd. "To make regulations imposing charges for default or delay by any company in furnishing accommodation, appliances, or means as aforesaid,"—that is, in the provisions of the section quoted above.

4th. To determine "what circumstances shall exempt any company from payment of any such charges,"—that is, the charges, if any, which are imposed by the Board.

But, so far as I can see, the Board is nowhere given authority to relieve a company of the obligation imposed as above, nor of its legal liability for damages under sub-section 7 of the section referred to.



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It should, on the one hand, be borne in mind that flat cars cost 30 per cent less than box cars of the same capacity; and, on the other hand, it must be admitted that it is more difficult and probably somewhat more expensive to provide, keep, and replace the appliances necessary for shipping on flat cars than such as are required for shipping in box cars, and that it may often be necessary for the railway companies to have shippers do the actual work of providing some of the appliances necessary for the proper loading of flat cars; but these facts are not inconsistent with the provisions of the Act. In fact, it is quite clear that neither the difficulty, nor the cost, nor the method of furnishing certain of the "proper" and "necessary" appliances, removes or in any way lessens the liability of the companies.

Hence, so long as Section 284 (a) and (d) of the Railway Act is in force, no railway company subject to the jurisdiction of the Board, can, I think, legally require a shipper to provide at his own expense such appliances as are "proper" and "necessary" for the loading and safe carriage of his goods on flat cars or any other kind of cars furnished by the said company. The only exception, in my opinion, should be in the case of a shipper who, from preference, makes specific application for a flat car or flat cars and uses it or them to ship goods, such as certain kinds and dimensions of lumber, etc., which can be properly loaded and safely carried in box cars,—it being understood that, at the time of his application, such box cars are available and will be furnished on due notice.

Therefore, after due consideration of the legal aspects of the case, the argument of Counsel, the evidence given at the hearing, and the very voluminous evidence taken a short time ago by the Interstate Commerce Commission, in a prolonged investigation of the same subject, in Washington, U.S.A. (see cases 827, 828, and 873, Vol. XIV. of the Interstate Commerce Commission reports),—my opinion is—

1. That in the case of a shipment of goods on a flat car, the railway company should, in compliance with the provisions of section 284 (a) and (d) of the Railway Act, pay to the shipper, or allow him by deduction from his freight bill, the actual cost of the stakes, &c., furnished by him, not exceeding two dollars (\$2.00) per car, in consideration of the fact that he had to provide (beyond what would have been required in a box car) certain appliances—stakes, braces, binders, &c.—which were necessary for the proper loading and safe carriage of his goods on the said flat car: provided, however, that no such payment or allowance should be made when a shipper, from preference, has made specific application for a flat car and has used it to ship goods which could have been properly loaded and safely carried in a box car,—it being understood that, at the time of his application, such box car was available and would have been furnished on due notice.

2. That, in as much as the weight of the appliances necessary for the proper loading and safe carriage of goods on flat cars is not included in the official tare of the said cars, the Railway Companies should be directed to deduct, as additional tare, a minimum weight of five hundred pounds (500 lbs.) per car, from the weight entered on the way-bill of goods shipped on flat cars.

Assistant Chief Commissioner Scott concurred.

An Order was drafted to give effect to this judgment. The view of the Chief Commissioner, concurred in by the Deputy Chief Commissioner and Mr. Commissioner McLean, was that this draft Order went farther than the reasons for judgment called for.

Judgment, Chief Commissioner Mabey, February 14th, 1911.

The draft Order goes a good deal farther than the reasons for Judgment.

After fully considering this matter, I am compelled to come to the conclusion that no Order at all should be made, except that providing for the allowance of five hundred pounds.



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It is thought that the Act makes it imperative that the Companies shall furnish these stakes, sec. 284 being invoked. It is true the law requires Companies to furnish all proper appliances, accommodation, and means necessary for receiving, loading, carrying, unloading, and delivering traffic. I presume "proper appliances" means reasonable appliances. I take it that in practice the Companies cannot furnish stakes as the "traffic moving in open cars is of such diverse forms that there can be no uniformity in regard to fixtures, staking, blocking, &c., required." Now, if it is not reasonable to order the Companies to furnish stakes, why it is reasonable to order them to reimburse the shipper, I do not understand. The order does not propose to compel them to supply these stakes, as part of the equipment for carrying the load, but proceeds upon the view that the Companies cannot furnish them, and so because this is so, they should pay their cost to the shipper. If they are a necessary part of the equipment to "carry," it might be that they should be directed to furnish them; but as I understand the case, it is not contended this would work out in practice, and so the shipper asks to be paid for furnishing something that the Railway Companies cannot, in reason, be asked to supply. I do not think this is logical.

Judgment, Mr. Commissioner McLean, February 15th, 1911.

I agree with the disposition of the matter recommended by the Chief Commissioner.

There are variations in the cost of stakes and fastenings used on shipments of lumber. The application is for a minimum allowance of \$2.50 per car; the draft order recommends a maximum allowance of \$2.00 per car. The evidence submitted shows wide variations in the estimates of cost; British Columbia submits statements of \$2.33 to \$2.80 per car, and a letter on file states the cost at \$4.00 per car; Quebec submits a statement of \$3.26, while New Brunswick submits a statement of \$6.00 per car. What the cost may be in other sections is not established. It would appear then that we have nothing before us which would show what would be a fair average allowance generally applicable throughout Canada. In fact the evidence warrants the conclusion that it is impossible to get an average which would be fairly applicable throughout Canada. This was also the conclusion of the Interstate Commerce Commission in connection with the lengthy investigation into the complaints of various Lumber Dealers Associations.

"National Wholesale Lumber Dealers' Association et al vs. Atlantic Coast Line Railway Company et la, 14 I. C. C. Rep., pp. 157-162 inclusive."

It appears that a comparatively small proportion of the lumber traffic is moved on flat cars. In evidence, it was stated that not more than 20 per cent of lumber was moved on flat cars; but as this apparently included logs as well, the percentage of flat car movement of lumber is within this estimate. A special report to the Board, October 16th, 1908, in connection with the question of lumber movement on flat cars showed very small percentages in the case of various shipping firms at Ottawa:—

	Per cent.
Booth, lumber and shingles loaded in flat cars . . . . .	2½ to 5
Edwards, lumber and shingles loaded in flat cars . . . . .	2½
Shepard and Morse, lumber and shingles loaded in flat cars . . . . .	about 1
Ottawa Lumber Co., lumber and shingles loaded in flat cars . . . . .	1
Rideau Lumber Co., lumber and shingles loaded in flat cars . . . . .	5

It appears at the same time that in the case of the coarser grades of lumber, flat cars have an advantage over box cars in that the former will carry from three



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thousand to four thousand pounds more. This is an advantage in connection with car supply. This affords an advantage in filling orders for carload shipments, and there would also appear to be a further advantage in the use of flat cars that they can be more expeditiously unloaded.

In connection with the use of flat cars, it must be recognized that the flat car is to be regarded as a general utility car which may be used for a variety of purposes. It is to be recognized that even in the case of lumber shipments, the staking and fastenings may vary with the traffic moved. The M. C. B. Rules recognize this in the distinction made between lumber and long poles in respect of stakes and fastenings. It follows from the nature of the traffic that is moved on flat cars that it is of such diverse form that there can be no uniformity in regard to fixtures, staking, blocking, etc. It was because of the recognition of this difference that the Interstate Commerce Commission in the case already referred to held that the staking was a matter which was most conveniently handled by the shipper himself in unloading the car. (Page 160.)

Reference may be made to different commodities moved on flat cars, for example, agricultural implements, machinery, girders, plate glass. These are not only differentiated in respect of their requirements as to staking, blocking, etc., from one another, but from lumber as well. There are a few seeming exceptions where there are permanent fixtures on open cars, for example, the permanent racking and staking of bark cars and coke cars. The bark cars are either permanently staked by the railways or a weight allowance is made, while in the case of the coke cars there is permanent racking. Here it appears that there is a case of special traffic of sufficient volume to warrant setting aside special equipment, and the fixtures are used for this traffic alone.

In case of lumber traffic moving on flat cars, it is admitted that the car stakes and fastenings are seldom, if ever, used again in connection with lumber shipments and are of no use in connection with other traffic; and it is further established that with the exception of cars used for certain specialized forms of traffic, it has been so far impossible to develop any satisfactory general system of permanent stakes and fastenings. It is to be recognized also that in connection with box car traffic, as, for example, S.U. in C.L. (autos, carriages, etc.), special blocking is required. Here, the expense is on the shipper, a weight allowance being made.

It is contended that under Section 284 of the Railway Act of Canada, there is an obligation on the railway to supply stakes and fastenings. The provisions which are pertinent here are subsections *b* and *d*, requiring the railway to—

s.s. (*b*) “furnish adequate and suitable accommodation for the carrying, unloading, and delivery of all such traffic.”

s.s. (*d*) “furnish and use all proper appliances, accommodation, and means necessary for receiving, loading, carrying, unloading, and delivering traffic.”

In both of these subsections, it is the word “carrying” which is significant for our purpose.

Subsections 2 and 3 of Section 284 make clear that while the subsections quoted are apparently mandatory that in reality the Board has discretion in passing on questions arising under “accommodation” under which questions in connection with “carrying” arise.

I am, therefore, of opinion that the Board is free to consider not only traffic conditions and peculiar circumstances presented, but also the question whether it is physically possible for the railway to supply permanent staking, etc.

The stakes and fastenings supplied by the shipper should be recognized as part of the tare of the car, and no freight should be charged thereon. The tariffs now in existence do make certain allowances from track scale weights “to cover variation in



tare of cars, absorption of moisture, accumulation of ice, snow, etc.," e.g., G.T.R. Special Freight Tariff C.R.C. No. E 1165, p. 2; and it was also alleged in evidence that these allowances did include allowance for stakes. The rule in regard to these allowances was one of long standing. It was not to my mind clearly and affirmatively shown that in arranging these weights there was in the case of lumber any allowance made in the first instance for fixtures supplied by shippers.

On examination of the tariff above referred to, it will appear that in some instances there are allowances for weight of stakes.

e.g. bark loaded on flat cars: an allowance of 1,500 pounds is made where racks are supplied by shipper.

blocking, dunnage, or temporary racks used in connection with shipments of agricultural implements, machinery, street cars, vehicles, or stoves, actual weight but not exceeding

in box cars.. . . . .	1,000 lbs.
on flat cars.. . . . .	1,500 lbs.

In the case of lumber and other rough forest products, not elsewhere provided for, there is the following:—

in box cars, Jan. 1 to Dec. 31.. . . . .	500 lbs.
on flat cars Dec. 1 to April 30.. . . . .	1,000 lbs.
(May 1 to Nov. 30.. . . . .	500 lbs.

that is to say no allowance is made for staking flat cars.

After due consideration of the matter, I am of opinion that in case of shipments on flat or open cars an allowance of 500 lbs. should be made for stakes and fastenings supplied by the shipper, and that no freight should be charged thereon. It may be noted that this is in accordance with Rule 13 of the Western Classification and Rule 19 of the Official Classification.

Later, and on March 10th, 1911, Mr. Commissioner Mills delivered the following further judgment, which was concurred in by Assistant Chief Commissioner Scott.

Further and later, I desire to make a few observations in extension of my judgment regarding the appliances necessary for the shipping of goods on flat cars.

The loose doors required in box cars when they are used for shipping grain are often (the representative of one leading railway company said "very often") stolen, lost or mislaid, especially at flag stations. In fact, it is doubtful "whether it is physically possible for the railway company to supply permanent" doors of the kind in question. At the hearing of the application of the C.P.R. and G.T.R. for an Order amending Orders No. 6701 *re* coal doors, No. 6763 *re* live stock doors, and No. 6186 *re* grain doors, in Ottawa, November 16th, 1909, Mr. Pullen, representing the railway companies, stated, regarding the doors in question, that

"It is a very difficult thing with these cars standing on sidings all over the "Country, to protect these pieces that are loose."

And, in reply, Chief Commissioner Mabee said—

"That may be a burden in managing a railway; but if I steal a car door and the "car is sent to you (a shipper), I do not see why you should be called upon to pay "for that."

And at the earlier hearing of the complaint of the Grain Growers Grain Company, Limited, in Winnipeg, Manitoba, on the 2nd of February, 1909, the Chief Commissioner, speaking of allowances to be made for grain doors lost or stolen, said—

"It seems to me that the difficulty that arises is not by reason of any fault of the "man who is intending to use the car to ship his traffic in, but is by reason of the "omission of the railway companies to supply him with the car in the condition it "should be in in order to carry his shipments. We, of course, all appreciate the



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"difficulties the railway companies are in in the way of keeping these cars in proper condition; but, after all, this is one of the burdens that the carrier has to bear, and "it should not militate against the shipper."

"When the car comes to him for the purpose of being used, it is in a defective condition; and before he can use it, he is compelled to go to the trouble of supplying himself that which the railway companies should have supplied him, and he is compelled to make good their default."

"Now, it is only fair, I think, eminently fair, that he should be recompensed or reimbursed with just as little delay and just as little friction and trouble to him or to anybody else as possible."

The evidence submitted at the hearing showed wide variations on the estimates of the cost of the doors supplied; and, no doubt, there are considerable variations, depending on various circumstances: such, for example, as whether the shipper happens to have suitable lumber and nails on hand, with the tools and mechanical skill to do the work himself; or lumber and nails, with a carpenter in his employ; or lumber and nails, but no carpenter; or neither lumber, nails, nor carpenter, in which latter case, he has to order lumber and nails and send after a carpenter to come, it may be some distance, for the petty job of making one, two, three or four small rough doors.

Thus it appears that there are considerable, perhaps wide variations in the cost of grain doors made at different places and under very different circumstances; and the evidence under this head might warrant the conclusion that "it" was and "is impossible to get an average that would be fairly applicable through Canada." Nevertheless, the Board made the following Orders requiring railway companies within the legislative authority of the Parliament of Canada to make allowances to shippers for doors which they are compelled to furnish for loading and carrying grain, coal, and live stock in certain kinds of cars:

On February the 2nd, 1909, Order No. 6186, directing railway companies to pay shippers who are compelled to furnish grain doors for box cars, sums varying from 50 cents to \$3.00 per car in the Provinces of Manitoba, Saskatchewan and Alberta.

On February, the 2nd, 1909, Order No. 6763 directing railway companies to pay shippers who are compelled to provide the planks and spikes necessary for doors in box cars furnished for the shipment of live stock, the sum of \$1.25 per car.

On February, the 19th, 1909, Order No. 6701 directing railway companies to pay shippers who are compelled to provide doors in certain cars furnished for the shipment of coal, sums varying from 50 cents to \$3.00 per car.

On December, the 10th, 1909, Order No. 8860 re-affirming the provisions of Orders 6186 and 6701, with slight changes in the method of making allowances to be paid by railway companies to shippers who are compelled to furnish grain and coal doors in lieu of doors that have been taken or stolen from certain kinds of cars supplied for shipments of grain and coal,—the said allowances varying from 50 cents to \$3.00 per car at and west of Fort William, and 50 cents to \$2.00 per car east of Fort William.

The words "adequate and suitable accommodation"—Section 284 (b) of the Railway Act—have a somewhat vague and indefinite meaning; and for that reason there is room for the exercise of discretion as to what should be included under that head in any particular case; but I submit that there is no uncertainty as to the meaning and no room for the exercise of discretion in the case of "appliances" which are admittedly "proper" and "necessary" for loading and carrying a given commodity on a specific kind of car.

The judgment of which this is an extension in re the equipment of flat cars, was intended to deal *only* with such "appliances" as are *admittedly* "proper" and unquestionably "necessary" in loading and carrying certain commodities which



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cannot be properly loaded and safely carried on any other kind of cars; and I am wholly unable to understand how such "appliances"—absolutely necessary stakes, braces, binders, etc.—can by any process of reasoning be pronounced *unreasonable*, and hence not in the list of "appliances" which railway companies are under legal obligation to provide, or pay for as in the case of loose grain, coal, and live stock doors frequently furnished by shippers.

Judgment, Deputy Chief Commissioner Bernier, March 21, 1911.

You ask my opinion in the above case.

Leaving aside the legal aspect of the question, by considering the words used by the Statute and the ordinary meaning of accommodations and appliances, I do not think that the same should be considered as converting a flat car into a box car as carrying cars for certain classes of goods, and as far as my experience goes, except in some cases, where stakes are made as permanent, the railways derive no benefit from those stakes which are kept by the consignees, used and sold by them, and thereby, I am of opinion that 500 lbs., allowed by the Railway are sufficient to meet the exigencies of the trade.

The Order of the Board, dated March 27, 1911, giving effect to the majority judgment, required all railway companies within the legislative authority of the Parliament of Canada to file special tariffs, to take effect not later than May 1st, 1911, providing for an allowance of 500 pounds from the weight of each carload in or upon open cars over the weight of such racks, stakes, standards, boards, supports, or other material furnished by shippers as may be necessary to retain the lading in or upon the said open cars, from the point of shipment to the destination thereof, and for which no allowances are specifically prescribed in the existing tariffs or classifications: provided that the minimum weight prescribed for the said freight or lading by the Classification or tariff applicable thereto shall not be reduced by reason of the said allowance.

*Re City of Regina and Spur Track on Seventh Avenue.*

The facts are fully set out in the judgment of the Chief Commissioner.

Judgment, Chief Commissioner Mabee, November 28th, 1910.

On the 31st of August, last, the Board received a telegram from Mr. A. J. McPherson, of Regina, asking if the Canadian Northern spur application, on Seventh Avenue, had been dealt with, and stating that it was very important for the city to construct at once, as it was for trunk sewerage purposes. On the same day the Secretary of the Board wired to Mr. McPherson that no application had been received for any such spur.

On the 10th of September, Mr. J. F. Frame, Acting City Solicitor, telegraphed as follows:—

"If Canadian Northern Railway has not already entered same for hearing at Regina for twenty-first, please enter for that sitting application City of Regina "to build and operate a temporary spur on Seventh Avenue, Regina, to City Sewage Disposal Works; also enter for same hearing the following matters:—Renewal of City's application Broad Street Subway. Application for same was adjourned February 12th, 1909, for further hearing; also renew City's application to cross Canadian Pacific and Canadian Northern lines by electric street railway lines."

The Secretary, in reply to this, on the 10th September, telegraphed to the Acting City Solicitor that no application had been filed by the Canadian Northern or the City of Regina *re* spur track on Seventh Avenue, and that an application had better be prepared under section 226.



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On the 9th of September, Mr. Frame forwarded, together with a letter of that date, formal application on behalf of the City to construct this spur, setting forth the reason why the application was made. The matter came up before the Board at a sitting in Regina on the 21st of September, and was discussed at considerable length. No order was made, as the application was not in proper form (the particulars of the irregularity will be referred to later on).

No further step was taken by the City or the Canadian Northern until the Secretary wrote to the City Solicitor on the 6th of October, pointing out to him that the matter had been spoken to at Regina, and that no order had been made, as the application was not in proper form; and the Solicitor was further advised that proper application and plans were to have been filed, and proof of service made on all parties affected.

On the 14th of October, Mr. Frame wrote advising the Secretary that the Board would not grant the application, inasmuch as it had not been made by a railway company, and because the application had not been advertised for the necessary length of time; and that the Chairman had stated that if the application were put in proper form, it would go through, as a matter of course, without any hearing, provided it was advertised; and that the same application was now being made by the Solicitors for the Canadian Northern and the proper advertising had been done. This letter also contained the further statement that the writer himself could positively assert that the Board expressly stated that it would not be necessary to serve the property owners along the street with notice of the application. This letter was answered by the Secretary on the 18th, who again pointed out that no application had been made or plans filed.

The Board received, on the 21st of November, another application forwarded by the Solicitors of the Canadian Northern Railway, together with a copy of a letter from the Solicitors of this railway at Winnipeg, in which the statement again appeared that the Board had informed Mr. Frame, at Regina, that it would not be necessary to serve, personally, the property owners along the spur. This application, although received from the Solicitors of the Canadian Northern Railway Company, is a duplicate of the application that was formerly made by the City of Regina, and purports to be signed as of the 9th of September, by Mr. Frame as Acting City Solicitor. The letter from the Solicitors also states that this application covers a spur intended to commence at a point on a *spur line already owned by the City* on Smith street. On the same day, the Solicitor for the Canadian Northern was advised, in reply to his application, that it must come from *the Railway Company* and not from the City, and that this had been pointed out to the City Solicitor a long time ago.

On the 24th November, the Board received an application (purporting to come from the Canadian Northern Railway), for leave to construct this spur, dated the 23rd of November and signed by the Assistant Solicitor. Clause "c" of this application states that the eastern end of said spur is to connect at or near Block 144 with the *spur owned by the said City* on Smith Street, Regina.

The Board is expected to treat with and straighten out all this tangle that the parties have got this matter into.

Upon reference to the files of the Board, it would appear that the spur on Smith Street, that is now said to be *owned by the City*, was constructed under an Order dated the 8th of February, upon the application of the *Qu'Appelle, Long Lake and Saskatchewan Railway Company*, of which as I understand, the Canadian Northern Railway Company is now the successor. There is nothing to show that the City of Regina owns any spur on Smith Street, nor has any legislation been pointed out to the Board (local or Federal), under which it would be possible for the City to own a railway spur.



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Again, adverting to the proceedings that took place at Regina on the 21st of September, it was distinctly pointed out to the Applicant that the Board had no jurisdiction to grant authority *to the City of Regina* to construct a railway spur. It was suggested that the application should be made by the Canadian Northern Railway Company. It also appeared that there were a number of individual property owners along the street that it was proposed to run the spur upon. At that time no proper advertisement had been given of the proposed application, and it was distinctly stated that the Board would not attempt to exercise any power to let a railway run along a street and destroy people's property without giving them a chance to be heard. The Applicant was also asked under what section of the Railway Act the City of Regina had power to build railways and branch lines. The reply was made that the Secretary of the Board had said that the application would have to be made by the railway; that the Applicant had asked the railway to make it; and that they had not made it. The Board also intimated that if the railway would make the application, or would substitute its name in the City's application and have the necessary advertising done, that it would then be ripe for hearing, and that it would probably go through, as a matter of course, when the papers had been completed.

The question of whether each individual land owner would have to be notified was also discussed, and the following is a transcript of what took place:—

"Hon. Mr. MABEE.—If the Application is made by the Railway Company and the City consents, then if no landowners are affected, we make an Order waiving "advertising, but not where landowners are affected.

"Mr. FRAME.—Will each of these men have to be served with notice of the "application,—each individual owner? Is there an Order of the Board outstanding to that effect?

"Hon. Mr. MABEE.—No.

"Mr. FRAME.—I was notified by the Solicitor in Winnipeg that there was an "order of the Board to that effect. I could not find any.

"Hon. Mr. MABEE.—I do not think there is.

"Mr. RICHARDSON.—No, sir, I think they had reference to Municipalities being notified.

"Mr. FRAME.—We got the consent of the Department of Public Works to the "line on the highway after we leave the City limits.

"Dr. MILLS.—I suppose people in that locality are aware of your proceedings?

"Mr. FRAME.—They won't be, unless they notice it in the newspapers, I suppose.

"Dr. MILLS.—I never read the ads. in newspapers.

"Hon. Mr. MABEE.—Well, the law provides that notice must be given to people "whose property is affected. We have to observe it. I do not know whether they "are affected or not; but if I had a house or lot, and if you were going to run a "branch line right in front of it, I think I would find out about it."

Now, it would seem from this that Mr. Frame obtained the impression that the Board waived the necessity of notifying the individual landowners. This impression was erroneous. The answer above given was that there was an Order of the Board to that effect. It was not intended that notice should not be given to the individual landowners. There is no order of the Board. It has, however, been the practice and where lines of railways have been located along highways the Board has required the landowners abutting upon the highway to be notified of the intended application. It has also sought to exercise jurisdiction that such locations should not be approved unless compensation for damages, if any, were made by the company locating the line upon the highway.

It is impossible for the Board, upon the present application, to grant authority for the construction of this spur.

The Canadian Northern application, now before the Board, is to connect with some spur alleged to be *owned by the City of Regina*. As I understand the Railway



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Act, it empowers railways to construct branch lines connecting with *their own lines* or branches, but not to construct some branch connecting with a line owned by some other Company; and as this matter now stands the Canadian Northern might as well make an application to construct a spur leading off from some of the tracks of the Canadian Pacific Railway Company, as from some branch said to be owned by the City of Regina.

It is a matter of regret that this apparently urgent and certainly simple matter should have dragged along so, and have been got in such a mess.

The application must be refused.

*Re Grand Trunk Pacific Branch Lines in Fort William.*

The Grand Trunk Pacific Railway Company applied for leave to construct certain branch lines in the City of Fort William, Ontario.

Judgment, Chief Commissioner Mabey, October 22nd, 1910.

This matter was reserved at the recent sittings at Port Arthur in order that the Board might be advised of the opinion of the Chief Engineer upon the application.

Apart from any engineering features, however, it seemed a pretty broad request that was being made by the Railway Company.

Mr. Mountain, under date of the 21st of October, reports that the whole proposition to his mind is ridiculous as to the proposed crossings of the Canadian Pacific main line. He is also of the opinion that the objections taken by the Canadian Northern to the crossing of their tracks is well-founded.

Mr. Mountain expresses the opinion that the three railways at Fort William should make an interswitching arrangement to all industrial points, and do away with the necessity of crossings.

In view of this expression of opinion by the Chief Engineer, of course this application must be refused.

*Re Application Mutual Transit Company and the Canadian Pacific Railway Co.  
under Lord's Day Act.*

The Mutual Transit Company and the Canadian Pacific Railway Company applied, under Section 12, Sub-section (x), of the Lord's Day Act, R.S.C. Chapter 153, for leave to tranship freight at Windsor, Ontario, on the Lord's Day. The facts are fully set out in the judgment of the Assistant Chief Commissioner.

Judgment, Assistant Chief Commissioner Scott, October 31st, 1910.

The Mutual Transit Company is a United States Corporation running a line of freight steamers on the Great Lakes, between Gladstone, Michigan, and Buffalo, New York. These steamers do not carry passengers. Windsor is the only Canadian Port the steamers stop at. At that Port flour and grain products are transhipped from east bound boats to the Canadian Pacific Railway Company and handed by it at Newport, Vermont, to the Boston & Maine, or at Albany to the New York Central, for distribution in the Eastern States or for delivery at Atlantic ports for shipment to Europe. In 1909, this traffic carried by these boats, east bound, and transhipped at Windsor amounted to 33,499 tons, and west bound to 10,722 tons. There are at least three, and sometimes nine or ten, steamers on the Gladstone Buffalo route. It takes each steamer about a week to make the round trip. It is not practicable to run all the boats so that none of them will ever be at Windsor on the Lord's Day.

The rate from Gladstone to Buffalo is the same as from Gladstone to Windsor. If the boats are not permitted to load or unload on the Lord's Day at Windsor they will not stop at that port. At Windsor from forty to sixty men are employed by the



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hour to load or unload a steamer. With the west bound steamers this takes from four to eight hours, while it takes from three to five hours with the east bound traffic.

The two companies now apply to the Board, under Section 12, subsection "x" of the Lord's Day Act, R. S. C., Chapter 153,

"for leave to unload and tranship freight and merchandise from the  
"steamers of the Mutual Transit Company to the trains of the Canadian  
"Pacific Railway Company, and to unload and tranship from the said trains  
"to the steamers on the Lord's Day and forward the said freight and merch-  
"andise to their destination in Canada, or the United States, in the said  
"trains, or steamers, and for such purpose to start said trains or steamers  
"on the Lord's Day and do any work necessarily incidental thereto, including  
"the placing and returning of empty cars."

In exercising our powers, under subsection "x", we are to be guided by two principles; first, the object of the act that is the due observance of the Lord's Day; and, second, we should only give permission to do on the Lord's Day something that is not otherwise authorized where it is necessary to prevent undue delay. In the case before us, I cannot see that undue delay will occur if we refuse this application. It was stated very frankly by the Applicants that the steamers will not stop at all at Windsor on Sundays if this application is not granted, but will proceed on their journey. Therefore, how can there be undue delay either to the steamers or the traffic? Eastbound traffic may be carried to Buffalo for the same rate, and get to its destination through that port. As far as westbound traffic, which is transhipped from the train to the steamer at Windsor, and which we are told is generally merchandise, is concerned, I cannot see that there will be any undue delay in it occasionally having to lie in Windsor over Sunday. The evidence is that it is only once in every third or fourth Sunday that a steamer calls at Windsor on that day. That being so, it would be only a few times during the whole season of navigation that such freight would be delayed at Windsor. Bearing in mind the delays which are constantly occurring in transportation of freight by railway companies in this country, I do not consider the delay for an occasional Sunday at Windsor an undue delay.

I am, therefore, of the opinion that, this application should be refused.

Mr. Commissioner Mills concurred.

#### *Re Vancouver Street Crossing.*

This was an application by the City for better protection at crossings by the Canadian Pacific Railway over Columbia, Carrall, and Powell Streets, in the said City.

Judgment, Mr. Commissioner Mills, January 10th, 1911.

#### *Main Line Crossings.*

*Columbia Avenue* (crossing by main line).—From a report of Engineer Drury, dated March 29th, 1910, it appears that there are gates at the crossing of Columbia Avenue by the main line of the Canadian Pacific Railway, which gates, Mr. Drury thinks, furnish all the protection required for the time being; and on the 5th of April, 1910, the City of Vancouver reported to the Board that it considered the said gates "sufficient at the present time," leaving the question of an overhead bridge to be considered at a later date.

*Carrall Street* (crossing over main line).—On the 11th of October, 1909, the City of Vancouver applied to the Board for permission to construct a wooden foot



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bridge over the main-line tracks of the Canadian Pacific at the north end of Carrall Street. The case was heard by Commissioners Scott and McLean in Vancouver on the 27th of October, 1909; and, on the 25th November of that year, judgment was given, granting the City's application; but the plans submitted were not satisfactory. Hence the City was notified to have the plans amended; but it has not taken any action in the matter since that date, though written to three times.

In view of these facts, I think there is not at present any ground for further action by the Board regarding the crossing of these two streets by the main line of the Railway Company.

**Crossings on English-Bay Branch.**

Regarding the traffic on this branch of the Canadian Pacific Railway and the streets crossed by it, etc., especially Columbia Avenue, Powell Street and Carrall Street, Inspector McCaul reported on April 27th and October 4th, 1910, that the street traffic was very heavy and the movements of trains over the streets very numerous,—from 66 to 70 per day.—adding that both the light engines and the ordinary trains move very carefully, but that the view of approaching engines and trains at nearly all the streets is bad.

The Railway Company installed and is maintaining gates at the crossing over Hastings Street, at its own expense and that of the British Columbia Electric Company (half and half); the City of Vancouver is, at its own expense, protecting the Pender Street crossing by a flagman; and the opinion of the Inspector is that a general scheme for protection at all the crossings on this Branch should be adopted at an early date.

A fatal accident occurred at the crossing over Columbia Avenue (Branch Line) on the 24th of August, 1910. A light engine backing along the track, or running tender first, in charge of an engineman and a fireman, without anyone on the rear end of the tender (as required by Section 276 of the Railway Act and by the rules of the Railway Company) killed E. J. Brooks.

In reporting on this case, Inspector McCaul finds Engineer M. Cameron and the Canadian Pacific Railway Company responsible for the violation of Section 276 of the Railway Act and failure to comply with the Company's rules.

He also holds Fireman Sargood responsible for the violation of the said section and rules, adding that this engine backed down from the shop across all the streets on the Branch, in open violation of the law and the rules of the Company.

"Had," he says, "the law been carried out, it is reasonably safe to assume that there would have been no accident, and this poor unfortunate would not have been hurled into Eternity."

We have not been informed as to what punishment was inflicted upon the officials guilty in this case; but Mr. William Whyte, the 2nd Vice-Pres. C.P.R., has been written to regarding the matter.

Mr. McCaul states that there is more need of protection at the Columbia Avenue and Powell Street crossings (which are very close together) than at the Pender Street crossing. He recommends that a flagman be kept at the Columbia Avenue and Powell Street crossings; and I approve of his recommendation.

Therefore, I think the Company should be required forthwith and hereafter to protect the crossings over Columbia Avenue and Powell Street by a flagman or man from 7 a.m. to 11 p.m. The British Columbia Electric Railway Company to refund to the Canadian Pacific Railway Company one-sixth of the wages paid to the man or men employed.

Chief Commissioner Mabee concurred.



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*Vegreville V. Canadian Northern Railway Company.*

The Council and the Board of Trade of the Town of Vegreville, in the Province of Alberta, applied for leave to open Main Street, in the said Town, across the right of way and tracks of the Canadian Northern Railway Company.

Judgment, Mr. Commissioner Mills, December 29th, 1910.

From the record, it appears that Main Street as laid out on the plan filed with the Board did not exist as a street when the railway was constructed. In other words, the Town is junior to the Railway in this case.

The said street is only 225 feet distant from the passenger station. There are four tracks where the street would intersect the railway; and the traffic on the street would be heavy, if it were opened and maintained as requested by the Applicants.

Therefore, the Board feels that, in the public interests it should refuse to grant the application for the opening of Main Street across the railway, unless on terms and conditions which would be burdensome to the Town, namely, that the Town, at its own expense, as junior to the Railway, construct and maintain a subway under or a bridge over the railway at the said crossing: and the construction of such a subway or bridge, if feasible on financial grounds, would interfere with Railway Avenue on the south of the railway yard, and with the extension of St. Lawrence Avenue on the north of the said yard, as shown on the plan filed with the Board.

The Railway Company has opened First Street across its yard and track, 600 feet distant from Main Street, and has offered to furnish a crossing at the west end of its yard, say in line with Ottawa Street, from St. Lawrence Avenue to Railway Avenue. Hence I think the Town and the Railway Company should agree where the western crossing is to be made, and report to the Board; after which, the Board will issue an Order providing for both crossings in accordance with, and subject to the General Regulations of the Board affecting Highway Crossings, as amended May 4th, 1910.

Chief Commissioner Mabey concurred.

IN THE MATTER OF THE TARIFFS OF EXPRESS COMPANIES CARRY-  
ING ON BUSINESS IN THE DOMINION OF CANADA.

Mr. SHEPLEY, K.C.,	}	Represented the Dominion Government.
Mr. W. S. BUELL.		
Mr. CHRYSLER, K.C.,	}	Appeared for the Dominion Express Company
Mr. GEOFFRION, K.C.,		
Mr. CREELMAN, K.C.,		
Mr. J. J. CREELMAN,		
Mr. McLEAN, K.C.,		
Mr. BENNETT, K.C.		
Mr. LAFLEUR, K.C.,	}	Appeared for the Canadian Express Company.
Mr. BIGGAR, K.C.,		
Mr. McKEOWN, K.C.		
Mr. LAFLEUR, K.C.,	}	Appeared for the Canadian Northern Express Company.
Mr. WALLACE NESBITT, K.C.,		
Mr. GERARD RUEL,		
Mr. GEO. F. MACDONNELL,		
Mr. SCOTT GRIFFIN,		
Mr. CLARKE, K.C.		

The following companies that are subject to the jurisdiction of the Board were also notified from time to time of the sittings of the Board:—

The Alberta Railway and Irrigation Company.

The American Express Company.



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The Alaska Pacific Express Company.  
The Great Northern Express Company.  
The Maritime Express Company.  
Pacific Express Company.  
United States Express Company.

The following Associations and Boards of Trade were also represented at the various hearings:—

The Canadian Manufacturers' Association.  
Montreal Board of Trade.  
Toronto Board of Trade.  
Niagara Peninsula Fruit Growers' Association.  
St. John, N.B., Board of Trade.  
Sackville, N.B., Board of Trade.  
Winnipeg Board of Trade.  
Vancouver Board of Trade.  
Victoria Board of Trade.  
Winnipeg Shippers' and Jobbers' Association.  
Regina Board of Trade.  
Calgary Board of Trade.  
Edmonton Board of Trade.  
Associated Boards of Trade of Western Canada.

The CHIEF COMMISSIONER:—

In substance this matter must be treated as an application by the Express Companies operating in Canada for approval by the Board of their "Standard" tariffs. The legislation was discussed at length during the early stages of the Enquiry, and the late Chief Commissioner ruled that these tariffs required the affirmative approval of the Board, and that the onus of establishing that the tariffs were reasonable and fair was upon the Express Companies. It was suggested that a stated case might be submitted for the consideration of the Supreme Court upon three points: (1) As to whether these tariffs required affirmative approval in the first instance: (2) If so, as to the onus of proof; and (3) as to the principles upon which the Board should proceed in deciding whether to approve or disapprove the tariffs submitted.

After much discussion, the Companies abandoned the alternative of submitting these questions to the Supreme Court, and the Enquiry proceeded, gradually developing into practically an investigation into all the various phases of Express business as carried on in Canada, and to some extent, in the United States. A vast mass of evidence has been taken, and Exhibits, Statements, and Comparisons filed, until, at the conclusion, the case has become so voluminous that the greatest difficulty has been experienced in separating the material from the dross, and in endeavouring to obtain definite information from which to draw proper conclusions and make rulings, fair and just in themselves, for the guidance of the Companies and the public.

A vast system of transportation by Express Companies has grown up, involving both in physical operation, as well as in its financial features, details of a most complex character. To cover all the matters discussed in the Enquiry into the affairs of these Companies by fair and well digested findings is not possible. There are some features connected with the business of these Companies, that at the present stage, the Board cannot satisfactorily dispose of, and after long and patient consideration, perusal and reperusal of the evidence and argument it has been concluded that much the fairer course to pursue is to deal with all matters about which we have no reasonable doubt, leaving others that we find we cannot satisfactorily dispose of in abeyance for further discussion, or for additional evidence. This



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course we think more in the interest of all concerned than that further delay should be permitted in disposing of matters about which we have come to conclusions, and which cover much the larger portion of those involved; and it is more than likely that in the result the questions not specifically disposed of now, will, by reason of the rulings now made, gradually adjust themselves.

In suggesting the questions to be submitted to the Supreme Court, and in discussing the last of the above questions, the late Chief Commissioner said:—

“The third question I would suggest is as to the principles upon which the Board is to proceed in deciding whether to approve or not approve the tariffs submitted.

“Under the legislation in the old province of Canada, the general Railway Act, made part of the Grand Trunk Railway Company's Charter, and probably under the Charters of other Railway Companies incorporated before Confederation, their rates were subject to approval by the Governor-in-Council. That legislation is continued in the General Railway Acts after the formation of the Dominion, and probably most, if not all of the Railway Companies doing business in Canada, were subject, at any rate up to the passage of the Railway Act of 1903, to such provisions; provisions requiring the rates to be approved by the Governor-in-Council, and provisions giving the Governor-in-Council power to vary those from time to time.

“I have traced all that legislation up in the judgment in the case of Robertson v. The Grand Trunk Railway Company, now before the Supreme Court.

“The Governor-in-Council, I apprehend, under that legislation, was subject to no legal rules other than such as approved themselves to the Governor-in-Council. There was no tribunal which had power to review the conclusions of the Governor-in-Council upon such matters. I take it that under the Railway Act the Board of Railway Commissioners, in approving these standard tariffs are in the same position. It was expected, of course, that the Board would be reasonable and just to everybody. The provision authorizing the Board to disallow the tariffs was that it could disallow them if it considered them to be unjust or unreasonable. No rules were laid down. I do not think the Board would be bound by the rules applicable at common law to determine whether the charges of common carriers were just and reasonable, and I do not think that the Board would be bound by the rules that have been laid down in the United States to determine the constitutional limitations of the powers of State Legislatures. So far as these principles commend themselves to the judgment of the Board as consonant with natural justice and right under the circumstances, the Board can adopt and follow them, but I mean to say that, as a matter of law, it is not bound by the principles that have been laid down, so far as they have been laid down at common law, for the purpose, or by the principles so laid down as constitutional limitations in the United States.

“I think the Board is entitled to take into consideration the probable expense that Companies will be at in transacting the business to be done under these tariffs, and the probable returns from that business, and the probable profits to be made among other factors. Those, where the opportunity exists, may be judged by the circumstances of the past. Where the Company has already been carrying on such business, and, for that reason, it seemed to me that this evidence respecting the receipts from the business of these two Express Companies (the Canadian and the Dominion), we have had before us, and their expenditures, is material evidence. And, in considering the expense to which these companies would be put, naturally the payments to be made to the railway companies, on whose lines their business is carried, comes in,



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“and the position then of the Express Companies with regard to these railway companies; whether they are separate independent bodies, dealing with each other at arm’s length, each looking after its own interests, or whether in any case they are really one concern is material; the relations between them; the condition of independence one of the other. All that is material.

“Of course I do not hesitate to state also that, for what it is worth, evidence as to how such business is transacted elsewhere, and the proportions of the Express business received by the Companies who furnish the transportation, or the amount paid for such transportation, is material to be considered. But that appears to me to be the position of it with regard to the principles. I thought perhaps it might be well to express those, and that the parties might then make up their minds whether they think it desirable, before the Board concludes these matters, to lay any of the questions of law that seem to arise, before the Supreme Court for consideration in such a way that we may, if possible, have its conclusion in time to base our judgment upon it in the end, rather than that we should go on independently and consider and arrive at conclusions, and have these matters made a matter of appeal afterwards.”  
 (Evidence: Volume 54, page 7635.)

## CAPITALIZATION, STOCK AND FINANCES.

The position of nearly all the Express Companies doing business in Canada, at any rate the position of the Dominion and the Canadian Express Companies, is different from most, if not all, of the Express Companies doing business in the United States. To what extent the capital stock of the various Express Companies there is held by Railway Companies, we have no exact information, although as to some it is known that certain Railway Companies own or control large holdings. In Canada all the capital stock of each of the above companies is held by the parent Railway Company. For instance, every share of the capital stock of the Dominion Express Company is held in trust for the Canadian Pacific Railway Company, that Railway Company being the actual and beneficial owner of all the assets, franchise, and earning power of the Dominion Express Company. Exactly the same position obtains as to the Canadian Express Company. The Canadian Northern Express Company stands in a somewhat different position, as it does not appear that the stock is expressly held in trust for the Canadian Northern Railway Company. A letter from the Company contains the following statement upon this matter:—

“The capital stock of the company authorized is \$1,000,000; issued \$300,000. Of this \$5,000 was paid in cash and \$295,000 was issued as paid up stock to the vendors of the express business, and the rights, franchises, good will, properties, etc., connected therewith, carried on in connection with the Northern Pacific and Manitoba and allied Railway Companies, and for the good will, properties, etc., used in connection with the Express business then done for the Canadian Northern Railway Company, and allied roads.”

“Hon. Mr. MABEE.—Who were the vendors?”

“Mr. BUELL.—William MacKenzie, D. D. Mann, Z. A. Lash, R. J. MacKenzie, the estate of A. W. MacKenzie, and MacKenzie, Mann & Company, Limited. It goes on to say,—

“From the foregoing it will be seen that practically all the capital stock is held by MacKenzie, Mann & Company, Limited; the balance of five shares being simply qualifying directors shares. None of the stock is held by or in trust in any way for the Canadian Northern Railway Company, but as will easily be seen the express company is controlled by the same interests as control the railway company, the shareholders being practically identical.”

(Evidence: Vol. 89, p. 9076.)



In endeavouring to arrive at what are fair and reasonable tolls for express companies to charge the public, it may not make much difference whether the stock is owned by private individuals, or by the Railway Companies; for, after all, no matter who may be the owner or owners, they are entitled to have the business conducted upon a footing that will yield fair returns; and the fact that these Express Companies are owned by the Railway Companies affords no reason for approaching the consideration of what are fair tolls in any different way than tha the matter should be approached if the stock were in other hands; but it has necessitated a much more careful enquiry into, and consideration of, the relations between the Railway Companies and the Express Companies. For instance, a contract covering carriage and other matters between a Railway Company and the Express Company owned by it, entails much more careful consideration and enquiry into all the surrounding facts than would a contract made between an Express Company, which was an entirely independent organization from the Railway Company, and the Railway Company, the dealing between the two being at arm's length. Again, where all the earnings of the Express Company go to the Railway Company there is an entire absence of competition as to the class of traffic as between the two corporations, and to some extent at least, and of course with certain limitations, it is in the interest of the Railway Company to have the traffic move in Express, and not in Freight cars, as the earnings would thereby be increased; while in the case of an Express Company operating upon a line of railway, the Company owning the latter having no financial interest in the former, it would probably be in the interest of the railway to move traffic in its freight cars; at any rate there would be some competition regarding traffic that might move either by freight or express. Again, where the Express Company is owned by the Railway Company, it is not unfair to assume that the managements of each are in such close touch with each other that tariffs are built that will work to the best advantage of the Railway Company. We are not suggesting that the Enquiry has developed any abuses arising from these relations, but mention these matters as illustrative of the amount of detail this investigation has cast upon the Board and its officers.

Following the suggestions made by the late Chief Commissioner, above cited, a large variety of subjects were discussed with the view of assisting the Board in arriving at a conclusion as to whether the tolls submitted by the Companies were reasonable and should be approved. Perhaps this may be a convenient point to give, in some detail, statemnets of the origin of the various companies, capitalization, outstanding stock, and the like.

DOMINION EXPRESS COMPANY.

The Dominion Express Company was incorporated in 1882. The capital stock was fixed at \$1,000,000, divided into 10,000 shares of \$100 each, and provision was made that, upon a vote of its shareholders of a majority, at a special meeting, it might be increased to \$2,000,000.

At the time the Company began business Capital Stock was subscribed to the amount of \$1,000,000, upon which 10 per cent was called.

The first shareholders were:—

	Shares.
Andrew Robertson, Esq., Montreal . . . . .	7,350
P. Mitchell, Esq... . . . .	100
John Cassils, Esq... . . . .	100
A. B. Chaffeo, Esq... . . . .	100
Hon. J. R. Thibaudeau. . . . .	100
W. M. MacPherson, Esq... . . . .	100
G. A. Kirkpatrick, Esq... . . . .	2,150
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	10,000



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Between the date of incorporation and 1904, the above 10,000 shares were assigned to the gentlemen hereinafter named, and in June, 1904, it was decided to increase the capital stock to the full amount allowed by the Company's incorporation, viz., \$2,000,000, which was authorized by the stockholders at a special meeting, and the increase was divided among existing shareholders pro rata, who were at that date:—

	Shares.
Sir W. C. Van Horne.. . . . .	14,700
Sir T. G. Shaughnessy.. . . . .	4,500
R. B. Angus, Esq.. . . . .	200
W. S. Stout, Esq.. . . . .	200
C. F. Smith, Esq.. . . . .	200
C. R. Hosmer, Esq. . . . .	200
	<hr/>
	20,000

On June 26th, 1882, \$24,500 was paid to the Treasurer at Montreal by the subscribers, and on the same date an entry credited in the cash book entitled "Land Grant Bonds," \$75,500, these two items appear to represent 10 per cent or \$100,000 on the capital stock of \$1,000,000.

On or about the same date, the item of \$75,500 for Land Grant Bonds appears as a disbursement, viz., "paid out"; since that date there appears to have been no further payments made by shareholders in respect of their stock holdings; but from time to time, viz., from October, 1882 to October, 1894, the sum of \$9,437.50 was credited in the cash book as "interest received on Land Grant Bonds," after which date there are no further entries in this respect. There are also entries appearing to the credit of cash for "interest on deposit" from October, 1884, to April, 1892, amounting to \$7,448.46, these two amounts making \$16,885. This amount was incorrectly applied as being entirely to Land Grant Bonds.

Subsequently to August, 1882, moneys were remitted by the Head Office in Toronto to the Treasurer at Montreal in indefinite amounts at irregular intervals; and after various disbursements, principally for real estate, directors' fees, etc., the cash book shows that the balances were paid over the Canadian Pacific Railway Company.

The foregoing is a crude statement elicited from the books of the company's treasurer (Mr. H. E. Suckling), who is also treasurer of the Canadian Pacific Railway Company, and who stated at the time the investigation was made that he was unable to give any information as to Land Grant bonds or other matters enquired about, neither did he know anyone that could, as it was before his time.

The amounts received by the Treasurer at Montreal from the Head Office are, of course, included in the accounts at Toronto hereinafter referred to.

With the exception of the Treasurer's books at Montreal, which have been examined from the inception of the Company, the investigation of the books at the Head Office at Toronto date from 1901 to 1908, inclusive.

## FINANCES.

## PROPERTY AND REAL ESTATE.

The total amount of property and real estate standing on the books of the Company from its inception to the end of 1908 is \$592,239, consisting of:—

Property (viz. General Equipment) . . . . .	\$407,038
Real estate.. . . .	185,201



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The real estate consists principally of stables situated in the principal cities, the exceptions being:—

Fish Wharf at Vancouver, valued at cost .. . . .	\$27,523
Office Building at Quebec.. . . .	27,134
Offices and Depot at Toronto.. . . .	21,602

The property and real estate values are the sums paid at time of purchases, less allowances made by the company for depreciation and sales of old and worn out equipment, all upkeep and repairs generally being charged to General Expenditure.

All real estate stands at the original cost; but the Company estimates that the value to-day is considerably enhanced.

#### GENERAL BUSINESS.

The company has filed two statements, one showing their Gross Revenue and Expenditure, the other excluding certain Revenues which they claim should be exempt from the Board's jurisdiction, viz., the Revenue derived from their Fish Business at Vancouver; also from their Money Order business.

The investigation of the books shows that the Total Gross Revenue from all sources for the period of eight years, 1901-1908, amounted to \$21,473,694, increasing from \$1,529,195 in 1901, to \$3,743,580 in 1908.

The amount paid to the Canadian Pacific Railway Company for Transportation for the same period was \$8,567,251, or 41.4 on gross earnings (less money order revenue, which was considered as not pertaining to Transportation business); \$613,989 was paid in 1901; \$1,500,084 in 1908; the average was \$1,070,906 per annum.

The total General Expenditure of all kinds (which includes the amount due for Station Accommodation as per contracts), amounted to \$9,264,455, or 43.1 on gross revenue, increasing from \$647,684 in 1901, to \$1,521,002 in 1908, being percentages of 46.5 in 1901, and 45.4 in 1908, an average of \$1,158.057.

#### LOSS AND DAMAGE ACCOUNT.

This account has been examined for 22 years, 1887 to 1908, and shows a total loss of \$283,066, or an average of \$12,867 per annum.

For the period of eight years, 1901 to 1908, the loss shows a yearly average of \$26,657, and the loss for the two years, 1907-8, averages \$58,906 per annum. One per cent, 1901-8; 1.6 per cent, 1907-8.

#### TRANSPORTATION, STATION ACCOMMODATION AND SURPLUS, PAID CANADIAN PACIFIC RAILWAY.

The total amount paid to the Canadian Pacific Railway Company by the Dominion Express Company for eight years, 1901-1908, was \$13,409,240, or 63.9 on Gross Revenue, or an average of \$1,676,155 per annum made up as follows:—

For Transportation, \$8,567,251, being 41.4 on gross revenue.
For Station Accommodation, \$1,200,000, being 5.6 on gross revenue.
Surplus, or net earnings, \$3,641,989, being 16.9 on gross revenue.
Total, \$13,409,240, being 63.9.

#### STATION ACCOMMODATION.

The contract from 1901 to 1904 for station accommodation was for \$10,000 per month. For the years 1905-6 this was increased to \$15,000 per month. For 1907 and 1908 there appears to be another contract, but for the purposes of comparison the latter figure has been treated as included in the amount received by the Canadian Pacific Railway Company.



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FISH AND MONEY ORDER BUSINESS.

The gross and net revenues received on the Fish and Money Order business amounted in the 8 years to:—

	Gross.	Net.	Average Gross.	Average Net.
	\$	\$	\$	\$
Fish .....	1,713,601	856,800	214,200	107,100
Money Orders .....	763,980	483,594	95,497	54,474
		1,340,394		

SALARIES.

The President, who is also General Manager, receives a salary of \$950 per month; Local Managers' and Superintendents' salaries vary from \$200 to \$300 per month.

CANADIAN EXPRESS COMPANY.

This Company was incorporated in 1865, with a nominal capital of \$500,000; subscribed capital of \$275,200, of which \$27,520 was paid in.

The Grand Trunk Railway Company purchased all the capital stock of the Company in 1892 for \$660,000.

On the first of January, 1892, a complete valuation of the Stock and Property was made, and it was fixed at \$60,000. Yearly additions have been made; the Company's estimate of its value at the end of 1908 is \$212,719, viz.:—

Property.. .. .	\$143,668
Real estate.. .. .	69,050

The real estate consists of:—

Toronto Depot.. .. .	\$20,649
Toronto stables.. .. .	40,445
Hamilton depot.. .. .	5,956
Sundry fruit depots.. .. .	2,000

SHAREHOLDERS.

The shareholders and their holdings are as follows:—

Sir C. Rivers Wilson	{	.. .. .	\$1,465,000
A. W. Smithers, Esq.			
C. M. Hays, Esq...			1,505,000
C. M. Hays.. .. .			5,000
F. W. Morse, Esq...			5,000
W. Wainwright, Esq...			5,000
E. H. Fitzhugh, Esq...			5,000
Hugh Paton, Esq...			5,000
C. Percy, Esq...			5,000
Frank Scott, Esq...			5,000
			\$3,000,000

the stock issue having been increased from \$500,000 to \$3,000,000.



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## GENERAL BUSINESS.

The Company filed two statements, one excluding and the other including certain business which they claim should not be considered as pertaining to Express business.

The items which they exclude are:—

Money order business (net receipts for 7 years) . . . . .	\$223,692
Ocean earnings (net receipts for 7 years) . . . . .	31,725
Customs commissions (net receipts for 7 years) . . . . .	9,974
Sundry commissions (net receipts for 7 years) . . . . .	4,969
	<hr/>
	\$270,360

The total gross revenue for the period of 7 years (1902 to 1908), from all sources, amounted to . . . . .	\$13,362,266
Less transportation paid and due other companies . . . . .	1,706,295
	<hr/>
	\$11,655,971

increasing from \$1,314,400, in 1902, to \$1,909,024 in 1908, showing an average of \$1,665,024 per annum.

The amount paid to the Grand Trunk Railway Company for Transportation for the same period was \$1,939,474, being 42.4 on Gross Revenue, increasing from \$552,862 in 1902, to \$809,008 in 1908, an average of \$705,639 per annum.

## GENERAL EXPENDITURE.

The total General Expenditure for the corresponding period was \$5,188,655, 44.5 on Gross Revenue, increasing from \$552,411 in 1902 (42 per cent) to \$904,163, 1908 (47.4 per cent) average \$741,237.

## LOSS AND DAMAGE.

The total losses sustained for a period of 18 years (1891 to 1908) amounted to \$49,844, average \$2,769 per annum; 7 years (1902 to 1908) amounted to \$35,146, average \$4,819 per annum; 2 years (1907 and 1908) amounted to \$15,954, average \$7,977 per annum.

## TRANSPORTATION AND NET EARNINGS PAID GRAND TRUNK RAILWAY COMPANY.

The total amount the Grand Trunk Railway Company has received from the Canadian Express Company for the period of 7 years, 1902 to 1908, amounted to \$6,467,307, or 55.5 on Gross Revenue, or an average of \$923,901 per annum, viz:—

Transportation . . . . .	\$4,939,474, or 43.2 on Gross Revenue; excluding money order revenue.
Net earnings . . . . .	1,527,833, or 13.1 on Gross Revenue.
	<hr/>
	\$6,467,307

average net receipts, \$218,262.

The Money Order Receipts and other items which it is contended should be excluded, and previously referred to, if deducted from their net earnings would reduce the amount to \$1,257,473, or 10.8.

The Vice President and Manager receives a salary of \$7,500 per annum, and Local Managers and Superintendents vary from \$200 to \$300 per month.



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CANADIAN NORTHERN EXPRESS COMPANY.

This Company was incorporated in 1902 with a nominal capital of \$1,000,000; \$300,000 was issued, \$5,000 paid in cash and \$295,000 paid up stock issued to the following stockholders:—

William MacKenzie, Esq., 1 share of.. . . . .	\$ 100
D. D. Mann, Esq., 1 share of .. . . . .	100
Z. A. Lash, Esq., 1 share of.. . . . .	100
R. J. MacKenzie, Esq., 1 share of.. . . . .	100
Estate of A. W. MacKenzie, Esq., 1 share of.. . . . .	100
MacKenzie, Mann & Co., Limited.. . . . .	299,500

The property of the Company, consisting of General Equipment, amounts at its estimate to \$38,393.

The investigation shows that for 6 years, 1902-2 to 1907-8, their total receipts have been \$919,183, increasing from \$60,889 for 1902-3 to \$336,708 in 1907-8.

The Company's operations were principally west of Port Arthur up to about three years ago, when they opened up in Ontario and Quebec.

The amount of transportation paid for the 6 years is \$353,126, or 38.4 on Gross Revenue, averaging \$58,854 per annum.

The total general expenditure was \$331,740, or 36 per cent, averaging \$55,290 per annum.

The Loss and Damage sustained is \$3,893, and averages \$649 per annum.

The total net earnings are \$234,316, or 25.5 on gross revenue, averaging \$39,053, increasing from \$18,995 in 1902-3 to \$57,432 in 1907-8.

GRAND TRUNK PACIFIC RAILWAY.

The Express business on the Grand Trunk Pacific Railway is operated by the Canadian Express Company.

At present there appears to be no contract in existence, as the Company only commenced operations on October 27th, 1908, a verbal agreement being arranged between the Canadian Express Company and the Grand Trunk Pacific Railway Company to the effect that all profits made after the deduction of the expenses of the Canadian Express Company should be handed over to the Grand Trunk Pacific Railway Company, and any losses would be borne by the Railway Company.

When the line is opened for traffic to Edmonton, it is said that a contract will be entered into by the Grand Trunk Pacific Railway Company on similar lines to that on foot with the Grand Trunk Railway Company.

The rates at present charged are mileage rates, higher than those charged by the Canadian Express Company in Eastern Canada, but approximately those charged by the Dominion and Canadian Northern Express Companies within the same territories.

The gross revenue of this company from the date of its inception, October 28th, 1908, to December 31st, amount to.. . . . .	\$1,739
For January and February, 1909.. . . . .	2,523
	<hr/>
	\$4,262

For the first period there was a loss of \$477, and for the latter period a profit or surplus of \$725, giving a net surplus on the two periods of \$248.







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“000. That it is not a consolidated company, although several interests were  
“merged at the time of its incorporation. That the name was changed in  
“November, 1866, to Wells-Fargo Company. That the present capital stock  
“is \$8,000,000, and that the company has never declared a stock dividend or  
“a bond dividend. But as to actual facts, we are, as usual, left without them  
“as to how much cash was paid in originally, or when the capital stock was  
“increased from \$300,000 to \$6,00,000, or what was paid in when the former  
“interests were merged into the \$3,000,000 corporation, or what was paid in  
“when the capital stock jumped from \$3,000,000 to \$8,000,000. On this  
“subject again we do find Mr. Colquitt in his sworn testimony above referred  
“to affirming that the Treasurer states that, so far as he knows, only \$500,000  
“in cash was ever paid into the treasury for this stock, but a high official of  
“the company at our hearing challenged this statement, and, as was also  
“customary, gave us then nor since nothing to take the place of it. This  
“corporation concedes, in answer to special interrogatory 7, that it employs  
“in the express business only \$4,317,432. It concedes also in its annual  
“report that this property earned for the year ending June 30, 1907, \$3,381,-  
“172, a net profit of 76 per cent per annum.”

This witness spoke of the Pacific Express Company; and relating to it the following is extracted from the Indiana case:—

“As to the Pacific, Organized under the laws of Nebraska, October 1,  
“1879, capital stock then and now \$6,000,000. No stock dividend; no bond  
“dividend. But this Company has paid dividends with almost absolute  
“regularity, dividing in this way within the last twenty years \$8,334,000  
“among its shareholders, and to have also accumulated in addition a hand-  
“some surplus, amounting, June 30, 1907, according to their returns to us,  
“to \$1,529,679.89. Furthermore, we have information, so far as this Com-  
“pany is concerned, as to the consideration on which its capital stock was  
“issued. Mr. John A. Brewster, Auditor of the Company, testified (record  
“p. 779), in answer to questions by Commissioner McAdams, that there were  
“twelve stockholders, but that he did not know their names, and that the  
“capital stock was \$6,000,000. And on pages 784,785.

“Q. What did you do with that stock, Mr. Witness?

“A. The capital stock of the company was given to the Wabash, Union  
“Pacific, and Missouri Pacific for the rights, franchises.

“Q. For what rights?

“A. Franchises and rights to do business.

“Q. We begin to understand it; it wasn't understood before that; nothing  
“was received by the Pacific Express Company for the issue of this \$6,000,000  
“of stock? Do these railroad companies own the stock?

“A. Yes, sir.

“Q. These 12 stockholders are the railroads. The railroads get these  
“six per cent dividends on this stock?”

“A. Yes, sir.”

Now it will be apparent at the threshold of the Inquiry that the Canadian Companies have been greatly over-capitalized. Take the case of the Canadian Express Company. When it was incorporated in 1865, \$27,520 was paid in upon the subscribed stock. No further moneys were paid into the Company upon stock account; and in 1892, when the stock was purchased by the Grand Trunk Railway Company, the assets of the Company were fixed at \$60,000; but the Grand Trunk paid \$660,000, the extra \$600,000, being presumably paid for the franchise. Since 1892 no further moneys have been paid into the company upon stock



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account; the \$ 0,000 of assets has grown to \$212,719, and there are \$3,000,000 of stock outstanding in the hands of trustees for the Grand Trunk Railway Company. Now, in fact, all there is in the Company in tangible assets to represent the \$3,000,000 outstanding stock is the \$212,719. If as against the Grand Trunk Railway Company it is fair, and probably it is, to consider the \$600,000 paid to the former stockholders for the franchise, then still \$812,719 has been capitalized at \$3,000,000.

In the case of the Dominion Express Company, so far as can be ascertained, \$24,500 is all the cash that was ever paid into the Company upon account of capital stock, and for this \$1,000,000 of fully paid up stock was originally issued. The assets now stand at something less than \$600,000, yet \$2,000,000 of fully paid up stock is outstanding. This state of affairs gave rise to much discussion as to what sum or sums it might be fair for the companies to earn dividends upon. In the operation of their business it is not necessary that there should be a large paid up capital; they own no express cars, these all being supplied by the railway companies, and the assets are confined mostly to office buildings, horses, vans, etc., etc. The question of capitalization is further complicated by the argument advanced for the Companies, and which carries with it considerable force; that the business carried on by them is more in the nature of an agency; that one of the chief elements is personal accompaniment of the shipments carried, express matter being under the personal care and custody of an employee; and it is said instead of owning their office buildings, and collection and delivery services, they might rent buildings and hire horses and wagons, in which event there would be no necessity for any paid up capital stock at all, and no personal investment of capital upon which dividends, as such, could be based; and yet, of course, in the latter event it would be absurd to say that the owners or proprietors of the business should be entitled to no returns at all. On the other hand, if a company chooses to inflate its capital by making 9-10 water to 1-10 cash, it is equally absurd to say it is entitled to 6, 8, 10, or any other percentage upon the inflated capitalization. All or most of these difficulties can be overcome, however, by eliminating the Express Company, as such, from the matter entirely. It is not as if a separate and independent set of stockholders had to be protected out of the net earnings of the express companies. All this ultimately finds its way to the Railway Company, and cut free from all trimmings, the situation is that the shipper by express makes a contract with the Railway Company, through the agency of the Express Company, for the carriage of his goods by the Railway Company, and all the tolls paid go to the Railway Company, less the actual cost connected with the management of the Express Branch of the Railway Company's business by its agent, the Express Company. The whole business of express, as it is carried on in Canada, could go on just as it now does without the existence of any express companies at all, by simply substituting railway employees for express employees, and making express traffic part of their work, and letting the railway companies take the whole of the express toll in the first instance.

An element that properly enters into a consideration of these conditions, is, whether the expense of handling express traffic is increased by the insertion of this express agency between the public and the railway company. This could at best be only approximated, and, although we have been furnished with no estimates of what the expense of handling the business of railway companies would be, as compared with the present expense, so far as we have been able to see, it would not appear that any great saving, if indeed any at all, could be effected. The railway companies have no interest in causing additional expense by the handling of express traffic through the agency of an express company; on the contrary, they are the ones chiefly interested in having express companies operated at the minimum of cost, as everything that can be so saved reaches the treasuries of the Railway Companies. If, on the other hand, it were apparent that this traffic was



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unduly or unnecessarily burdened under existing practices, it would be a proper matter to consider in adjudging what were proper tolls for the railway companies to receive for the express branch of their business, as they could not be permitted to exact from the public charges for the carriage by express of that part of the traffic they are bound to supply facilities for, if it were made to appear that their express departments were unreasonably or unnecessarily loaded up with expense.

The real question for consideration is whether the moneys turned over in the first instance by the Express Companies to the Railway Companies for furnishing cars and hauling the traffic, plus the balance handed over to the Railway Companies by the Express Companies after taking out the expenses of the latter, properly remunerate the railway companies, or whether these sums in the aggregate are excessive. In this view, it makes little difference what the capitalization of the Express Companies is, or what, if any, dividend they may earn upon the paid up, or the total capital stock. The railway company is the real principal, and it is its interests that are to be reasonably protected in the consideration of these express tariffs, although they are prepared and filed by the express companies. Of course, it is not been overlooked that express companies operate over the lines of other railway companies than those owning their stock. These operations are carried on under various forms of contract; but this makes no difference in considering these tolls as really the tolls of the railway companies. As an illustration of this take the following table which shows the business management of the Canadian Express Company with the railways named in it:—

## CANADIAN EXPRESS COMPANY.

Contracts or agreements with Railway Companies as now named:

Railway Company.	Agreement or Contract.	Terms.
Quebec, Montreal and Southern Ry. Co.	No contract . . . . .	Pay 45 p.c. of actual earnings.
Brockville, Westport, and Northwestern Ry. Co.	" . . . . .	Pay 50 p.c. actual earnings.
Temiscouata Ry. Co . . . . .	" . . . . .	Pay 40 " " "
Bay of Quinte Ry. System . . . . .	" . . . . .	Pay 20 p.c. per 100 lbs., and messenger fares, \$25 per month.
St. Martin's Ry. . . . .	" . . . . .	Pay 33 $\frac{1}{3}$ p.c. actual earnings.
Central Ry. Co. of New Brunswick . . . . .	" . . . . .	" " "
Cape Breton Ry. Co . . . . .	" . . . . .	Pay 20 p.c. per 100 lbs.
Bustouche and Moncton Ry . . . . .	" . . . . .	Pay 33 $\frac{1}{3}$ p.c. actual earnings.
Central Ontario Ry. . . . .	Contract, May 1, 1894. . . . .	Pay south of Trenton first class freight rate and \$1 per day for messengers. North of Trenton first class rates and \$1.60 per day. No other express company.
Cumberland Ry. and Coal Co . . . . .	" February 1, 1896. . . . .	Pay 25 p.c. of gross earnings.
Dominion Coal Co., owning and operating Sydney and Louisburg Ry . . . . .	" renewed for two years, December 1, 1906. . . . .	Pay 45 p.c. gross earnings, foreign.
Canada Atlantic Ry. Co. and Ottawa, Arnprior and Parry Sound Ry. . . . .	Contract, April 2, 1897. . . . .	Pay minimum rental of \$10,000 per annum quarterly, and also 40 p.c. of gross receipts. If such per cent over \$10,000, then that sum part payment.
Chatham, Wallaceburg and Lake Erie Ry. Co. . . . .	Contract, February 26, 1906. . . . .	Pay 40 p.c. gross earnings.
Quebec and Lake St. John Ry. . . . .	" June 12, 1906. . . . .	Pay 45 " " "
Inverness Ry. and Coal Co . . . . .	" August 28, 1902. . . . .	Pay 40 " " "
Windsor, Essex and Lake Shore Rapid Ry. . . . .	" October 27, 1906. . . . .	" " " "
Central Vermont Ry. Co . . . . .	" Dec. 14, 1906. . . . .	Pay 45 " " "
Atlantic and Lake Superior Ry. Co. . . . .	" March 20, 1906. . . . .	" " " "
Salisbury and Albert Ry. Co . . . . .	" Feb. 26, 1906. . . . .	Pay 40 " " "
His Majesty The King, by Minister of Railways. . . . .	" Dec. 16, 1905. . . . .	Pay 50 " " "
Maritime Coal, Ry. and Power Co. . . . .	" March 31, 1906. . . . .	Pay 45 " " "
Grand Trunk Ry. Co . . . . .	" . . . . .	Pay 50 " " "



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Some years ago, and before its purchase by the Grand Trunk, the Canadian Express Company entered into an agreement with the Grand Trunk Railway Company to pay 50 per cent of gross receipts for hauling the traffic. This agreement in point of date has long since expired; but it is said to be regarded as being still on foot. In point of fact, the following extract taken from the examination of the Vice-President and Manager of the Canadian Express Company, shows how the business is actually conducted:—

“A. Our daily receipts as they come in are deposited in the bank to the credit of the Grand Trunk Railway.

“Q. Your daily receipts are credited to the deposit of the Grand Trunk?

“A. Traffic receipts, yes.

“Q. On Special account? A. Yes.

“Q. Is it a separate account from any other account that the Grand Trunk has, so far as you know? A. We have nothing to do with them. We call it a special account and at the end of the month when I want the expenses for paying my expenses over the system, I draw a draft on the Grand Trunk Road and they give me a cheque on that account, which we make our disbursements from. We render our statement to the Grand Trunk Railway and also to the Board at the end of the year.

“Q. What Board? A. The Canadian Express Board. We send a copy to the President, we send a copy to the Secretary, and we send a copy to the auditor of the Grand Trunk Railway.

Q. And then at the end of the year your interest in that account ceases? A. Yes.

“Q. You commence another account for the next year in the same way. A. Yes.

“The CHIEF COMMISSIONER:—You have nothing to do with distributing the profit? A. I have nothing to do with that.

“MR. SHEPLEY: Q. Your book-keeping, so far as your shareholders are concerned, is very simple? A. Yes, sir.”

(Evidence, Volume 54, pp. 7471 & 7472).

The pecuniary transactions between the Dominion Express Company and the Canadian Pacific Railway Company do not differ in the result, as the following extract from the evidence of the President and General Manager of the Express Company will show:—

“Q. Perhaps I may make progress by asking you what becomes of what is left after paying all expenses? I suppose it goes to the shareholders? A. It is transmitted by us to the Treasurer of the Express Company who is in Montreal, and is paid into the railway.

“Q. He passes a cheque over to the Canadian Pacific? A. Yes.

“Q. You do not go through the form of declaring any dividend? A. We do, yes.

“Q. At what rate? A. At our annual meeting. It is varied.

“MR. SHEPLEY: I have not seen this declaration of dividend in any document shown to me. I understood it was not so.

“MR. CHRYSLER: We have a statement of the dividends paid from year to year, and the years in which none were paid.

“WITNESS: For 1900 the dividend was \$100,000.

“Mr. SHEPLEY: Get some year we have here. Take 1901? A. \$100,000 dividend; that would be 5 per cent.

“HON. MR. KILLAM: Did the profits exceed that? A. Yes.

“MR. SHEPLEY: Very largely exceed that?



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"HON. MR. KILLAM: And was the surplus above that transmitted to the railway company too? A. The surplus would not be very much over that. The dividend usually absorbed the balance that was left after paying transportation according to the contract.

"MR. SHEPLEY: Let me ask you about this. I see round figures in the paper you have before you, round figures of dividends. Was ever any distinction made between that \$100,000 for instance and the rest of your net profits? Wasn't it all paid over as one sum to the railway? A. I understand the money was passed on to the railway company.

"Q. The whole of it? A. Yes.

"Q. Not divided into two sums, one dividend, and one something else, but all paid over at once, and is not your dividend merely book-keeping?

"A. The money all goes to the railway company eventually in one form or another.

"Q. But doesn't it all go to the railway company without apportioning it between dividend and anything else? A. No, there is a dividend declared.

"Q. I know you have it in your books, but you do not send that dividend to your shareholders? You send the whole money to the Canadian Pacific.

"MR. CHRYSLER: He has told you the shares are all held in trust for the Canadian Pacific, so that when you say the money is sent, not to the shareholders, but to the Canadian Pacific, that is not right.

"Mr. SHEPLEY: This declaration of dividends—are there minutes showing that declaration? A. Yes.

"Q. I have never been shown those. Is the minute book here? A. I think not.

"Q. Then will you agree to this, that apart from the declaration of dividends in the minute book, and the accounts which you show me, nothing is done with the surplus by way of dividing it into dividends and something else, but it is all paid in a lump sum to the Canadian Pacific?

"A. The Canadian Pacific practically are custodians of the fund. We pay out the operating expenses at Toronto, and the balance is remitted to the Treasurer here, and it passed on to the Canadian Pacific, and they become practically our bankers in the matter, and out of that I think the transportation is taken, and the balance over and above that would be treated by the declaration of the dividend at the annual meeting.

"Q. I cannot follow that about the declaration of the dividends. It all goes to the Canadian Pacific, does it not?

"A. Yes.

"Q. Then the Dominion Express Company holds a meeting and declares a dividend? A. Yes.

"Q. At that time the Express Company has not the money, it is the Canadian Pacific that has the money? A. Yes, as custodians for us.

"Q. No doubt, but as ultimate owners? A. It is theirs undoubtedly." (Evidence, Vol. 54, pp. 7600-7603.)

A contract is on foot between the Dominion Express Company and the Canadian Pacific Railway Company making provision for the basis of payment for haulage, station accommodation, etc., and the following extract from the evidence of the President of the Express Company affords a good illustration of the position that the Express Company is only the agent to collect tolls for the Railway Company.

"Q. In connection with your payment of \$10,000 and \$15,00 per month for station accommodation to the Canadian Pacific, you have ascertained, have you not, that there were large over-payments in respect of that during all those years? A. Yes.



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"Let me see if you will agree to the figures I am about to read. In 1901, when you were paying them \$10,000 per month, you overpaid them in 12 months \$80,000 on that account? A. Yes.

"Q. In 1902, \$155,000? A. Yes.

"Q. In 1903, \$330,000? A. Qes.

"Q. In 1904, \$340,000? A. Yes.

"Q. In 1905, \$220,000? A. Yes.

"Q. And in 1906, \$220,000? A. Yes.

"Q. How did that come about? Because it strikes one as being rather a large leakage, if it had not been leaking into the right pot? A. It was done with a view to providing for a time perhaps when we would not be able to make our payments, preliminary to a bad year, taking advantage of prosperity.

"Q. It was pretty ample provision for a bad year? A. Well, the money was finding its right channel; it was paid in in that way.

"Hon. Mr. KILLAM: And those over-payments, I suppose, appear in this statement as part of the expenses?

"MR. CHRYSLER: No.

"MR. SHEPLEY: Yes.

"WITNESS: In one set of statements it is so shown.

"MR. SHEPLEY: But not in the statement which corresponds with this?

"A. No, it is eliminated there.

"HON. MR. KILLAM: I do not understand.

"MR. SHEPLEY: It is in the expense account here, in exhibit 47.

"HON. MR. KILLAM: In 46 it is in the expense account. Then if you did not include those in expenses, the net earnings in each year would be that much more.

"WITNESS: When we made these payments we passed a voucher chargeable to expense account, and this payment was made on account, and it went in the ordinary course into the expenses under the head of expenses, and the figures originally were cast up by us as they read, without taking anything into consideration that there was an over-payment. Subsequently, when this matter was brought to our notice, we prepared a statement for filing which eliminates the payment in excess of the contract.

"MR. SHEPLEY: Those over-payments altogether amount to \$1,245,000 in the five years. I do not know how it was before that, but that is how it is this year. That was for six years instead of five. A. \$1,345,000" (Evidence, Vol. 54, pp. 7598 & 7599.)

Of course no such thing as this could have happened between two corporations dealing at arm's length, and yet there is nothing improper about it, and it is quite true, as the President of the Express Company said, that "*the money was finding its right channel;*" but it certainly looks as if the Express Company was finding itself with accumulations of money on hand that, if retained, might show very heavy "*dividends*" even upon its highly inflated capital.

Much attention is being given to the question of express transportation, and the charges therefor, by the Merchants' Association of New York; and we have had the opportunity of considering a report furnished to that Association upon "Express, Capital, Earnings, and Rates," by Mr. F. B. De Berard, dated April 4th, 1910. This report was not formally before us; and so Counsel for the Express Companies had no opportunity of giving us the benefit of their views upon its various features that might be applicable to the express situation in Canada. Serious questions arise there in considering the charges made by Express carriers that do not trouble us. For instance, the Report states that these Express Companies are largely engaged in "investment and Banking Business," and that "the greater part



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"of the assets of the Express Companies, including most of the free cash balances, are devoted to the investment business and not to the express business, and that the amount of the capital actually and necessarily employed in the latter is but little more than the value of the equipment, plus a very moderate amount of working capital."

The conclusion of the Report is that the rates in the United States are excessive and should be reduced *"to a basis which would afford only a normal commercial profit on the fair value of the property employed."*

The Report does not deal in any way with the express business being part of the real business of the Railway Companies, nor with the extent of railway holdings of express stock, but treats the entire matter as if the Express Companies were wholly separated from the Railway Companies.

The question of terminal services is considered by Mr. De Berard and he concludes that the charges under this head, at points remote from New York, are "staggering," in comparison with nearby points. For instance, he says that in 1899 the President of the Adams Express Company approved of the following statement:—"The chief service which the Express Company performs is the terminal service, a service entirely away from the railways and stations; the collection, care, and delivery of packages constitutes the science of the express business."

The Report then states that for transporting 100 lbs. from New York to Yonkers, the charge of the Express Companies is 50 cents, of which 23.85 cents is paid by the Express Company to the Railway for transportation, and 26.15 cents retained by the Express Company for *"collection and delivery."* That for transporting 100 lbs. from New York to San Francisco, the charge is \$14.50, of which \$6.9165 is paid to the Railway for transportation, and \$7.5835 retained by the Express Company for *"collection and delivery."* It is then argued that a system of rates that reaps 26.15 cents for the "purely terminal" service of collecting a hundred pound package in New York, \$1.25; the railway gets 59.63 cents for the haul, and the express company 65.37 for like collection in New York and delivery in San Francisco, "rests upon a false basis and is irrational and unjust."

It may be that these charges of which he is complaining are "irrational and unjust;" but no such conclusion could be fairly reached from the facts stated by Mr. De Berard. For instance, the President of the Adams Express Company was assenting to "the collection, care, and delivery" as being the "science of the Express business." The criticism offered in the Report deals with the 26 cents in the case of Yonkers and the \$7.58 in the case of San Francisco as "purely terminal charges," and takes no account of the *"care,"* the personal attendance of the express messenger, between New York and Yonkers, on the one hand, and New York and San Francisco, upon the other. Before any intelligent criticism could be made of these charges, many facts should be known that do not appear in the Report. For instance, of the 26 cents for the Yonkers movement, how much should be allowed for collection in New York and delivery in Yonkers? That is the purely wagon and terminal service in each city,—and how much should be allowed for the personal care and attention of the express employee while this shipment is in transit upon the Railway between these two terminals? Then, assuming the cost of collection in New York of the 100 lb. package to San Francisco to be the same as the Yonkers package, the next element is what is a proper charge for the wagon and terminal service in San Francisco? Should it be more or less than Yonkers? Then, what should be allowed for the care—the personal accompaniment of the express messenger from New York to San Francisco? This is the service that probably goes to make up the larger charge of \$7.58 to San Francisco; and yet in the Report it is dealt with only as "collection and delivery". The charges between New York and Buffalo are also compared with those between New York and Yonkers. To Buffalo from New York, the 100 lb. package pays \$1.25; the railway gets 59.63 cents for the haul, and the express company 65.37 for "collection and delivery." As to this the Report says:—"In the cases of Buffalo



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“and Yonkers, however, the service is identical, while the difference in the charges for purely terminal service is 150 per cent.” That we presume means that Buffalo is discriminated against in favour of Yonkers to the extent of 29.22 cents. Is this so? First : How does the expense of terminal and wagon service at Buffalo compare with that at Yonkers? Second : Is the express company to obtain nothing for the “care”—the personal attendance of its messenger in charge of this shipment from Yonkers to Buffalo? The most cursory examination of the matter shows that the statement that, in connection with these two movements “the service is identical”, is quite at variance with the facts. This report has been widely circulated in the press; and it is statements of this kind, backed up by the name of the Association to which it was made, that mislead the press and the people, create distrust, and cause endless turmoil and irritation.

### TOLLS, TARIFFS, ETC.

The Express Companies called expert witnesses, gentlemen connected with the large Express Companies operating in the United States, to speak of the traffic and tariffs there, the history of this branch of the carrying trade of the country, and the basis upon which express tolls were built. Mr. Ludlow, of Wells, Fargo & Company, said his Company paid to the railways over whose lines is operated about 50 per cent of its gross receipts; that some of these railway companies did not own stock in that company, but that the Southern Pacific was a large holder; that some of the other Companies paid higher percentages; that there is strong competition between the Express Companies, but that their strongest competitors are the freight departments of the lines over which they operate; that the express rates in Canada are upon the whole lower than in the United States, and that in his opinion they are too low here. He stated that the Pacific Express Company operated over the lines of the Union Pacific, the Missouri Pacific, and the Wabash; that its stock was all owned by those Companies, and it paid 50 per cent of gross receipts to them for haulage. His test of the reasonableness of the rates charged generally was that they moved all legitimate traffic, that shippers were willing to pay the rates for the expedited service, and that if the rates were not reasonable, the traffic would be diverted to the freight lines on the one hand and to the mails for small packages. He was asked if he had any views as to how one could go about fixing a reasonable rate for the carriage of express goods if he had to start at the beginning, and gave the following answer :—

A. “Well in the United States, the general practice of the railroads is to charge double their freight rate for any freight business that may be moved by passenger trains. That is for the transportation alone, and they give no accessorial service. If in an emergency a large shipment has to be carried on a passenger train, they charge double the freight rates. We are justified in considering that as a reasonable rate to the express company for transportation alone. Then we have to add something for our terminal service; our accessorial service, which we consider to be worth another one hundred per cent of the freight rate, making our rate about three times the freight rate. Then we figure the rate in the first place on that basis. As I have said our men on the line are expected to report whether we are failing to receive the legitimate express business, and if we are not, we have to make our rates to cover it. The railroads may put on refrigerator cars, and that induces us to put down our rates, because we are not getting that business.” (Evidence, Vol. 75, p. 25.)

Mr. Maurice T. Jones, of the United States Express Company, agreed generally with Mr. Ludlow. He thought the rates in the United States had been arrived at



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empirically. He was asked if he agreed with Mr. Ludlow that the rates grew up by experience and under competitive conditions, and answered as follows :—

“A. They did. At first we had no tariff departments, and the rates were made in a very rough way. I heard the President of the Pacific Express Company, who was a very old expressman, once describe the old method of making rates. He said a man would come into the office with a box, and the clerk in charge would look him up and down and try to conjecture how much he had in his pocket.

“MR. SHEPLEY: That sounds reasonable, too.

“WITNESS: And if he thought he had a dollar, he would charge him a dollar, and if the man said ‘I have only got 75 cents,’ he would say ‘Oh, well all right,’ and take the 75 cents. That was the old method of making rates before they had a tariff department, but now we make rates on a different basis. The rates have to be matters of record; they have to stand for a long time perforce, because we cannot change them; we have so many millions of rates that it would be physically impossible to change them often.” (Evidence Vol. 75, p. 97.)

All the officials of the Express Companies in Canada, who were examined, were of opinion that the rates provided in the tariffs filed were reasonable, and that they could not operate if they were reduced to any extent. They thought that in considering their revenues, we should eliminate certain sources, viz., money order receipts, customs commissions, and receipts from the Pacific Coast fish traffic which was alleged to be very precarious and might cease at any time. Some attention, of course, must be paid to matters of this kind; but surely in estimating revenue, receipts from all sources must be considered, part may go this year and the gap be filled by new tariff springing up that was not thought of. In any event, in considering what are reasonable rates for a public carrier, the line must not be drawn so tightly as not to allow for all probable shrinkage. Little fear may be anticipated upon this head; traffic and receipts have been steadily growing, and no doubt will continue to grow; and instead of clipping away small items of past earnings, we think no mistake would be made if the matter were considered upon the expectation of largely increased earnings in the future.

It does not seem unfair to conclude that when express companies commenced business, they charged all they could get for the carriage of traffic. This is simply carrying the personal element into the corporation. Most people charge all they can get for any service they perform, or commodity they have for sale, and the managers of corporations would not be human if they did otherwise. But where the corporation falls within the public utility class, and for public reasons is under Government control or requires authority or franchise from Parliament to enable it to take tolls for its services, it appears to us that the way to approach the promotion of a tariff is something like this: What are fair tolls that we can perform certain services for the public for and obtain reasonable returns upon the investment, after making all proper provisions by way of reserve fund, or otherwise, for all probable losses of every kind, shrinkage in business, etc.? instead of approaching it this wise: What are the heaviest tolls we can obtain from the public for the least services we can give them? We will not be understood to say this applies to the tariffs we are now considering. We do not think it does; but it seems to have been the basic original principle upon which the first tariff was formed. We do not think this calls for any harsh criticism. Does anyone suppose when aviation tariffs come to be framed that those who prepare them will not be guided solely by what the traffic will stand? And who could complain? Why would it be unfair, at any rate in the beginning, for the proprietors of such routes to endeavor to get all they could out of



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the people who wanted to use these facilities. These express tariffs, however, have been the subject of constant revision and reduction, and notwithstanding the vigilant watchfulness of the officers to protect the revenues of their Companies, a close inspection shows very large reductions in recent years. The question is whether there can reasonably be further reductions.

In considering the matter from the point of view of the Railway Companies, the real principal, it would be most material to know just what its profit was for the haulage of this express traffic, including the balance or surplus, after payment of the expenses of the Express Company. We were not furnished with any information upon this important point. It is said that 50 per cent of the gross express toll is a proper sum for the railway to receive in the first instance for the haulage, but we were given no information, by opinion or otherwise, by the railway officials, as to the expense of furnishing the equipment for and the hauling of express matter, or as to whether 50 per cent was too much or too little. It is about the percentage paid in the United States. No evidence was given us as to whether it was remunerative there, although one of the witnesses was asked, but he had no personal knowledge upon the subject.

Now, when the Dominion Express Company made their first tariffs, they took as a basis of the express rates two and one-half times the maximum first class freight rate between the same points; in other words, if the maximum first class freight rate was \$1.00, the ordinary express rate would be \$2.50, and from that standard the special rate, if any, would be arrived at. Clause 8 of the contract between the Dominion Express Company and the Canadian Pacific Railway Company of July 1st, 1907, is as follows:—

8. "And the Express Company will pay to the Railway Company in  
"respect of each calendar month during which this agreement shall continue  
"in force, and on or before the tenth day of the next succeeding month, the  
"sum of one hundred thousand dollars, and also such further sum, if any,  
"as may be necessary in order to give to the Railway Company for property  
"carried over the whole system, or any part thereof, a compensation *equal to*  
"*fifty per cent more than its own regular first class freight rates, at the time,*  
"*between the same points as those between which it is carried for the Express*  
"*Company, it being the intention of this agreement that the railway com-*  
"*pany shall receive in respect of express matter carried between any points*  
"*by the Express Company, at least one and a half times its own first-class*  
"*freight rates per hundred pounds between the same points.*

"The sum above stated, viz., One hundred thousand dollars (\$100,000),  
"shall be the subject of readjustment between the parties hereto at the end  
"of each period of two years from the date hereof, and so long as this con-  
"tract is in force."

This, worked out, would mean between two points, if the first class freight rate amounted to \$1.00 upon certain traffic, the express charge would be \$2.50, of which the railway company would in the end receive the whole, less, of course, the expense of the express company connected with that movement. In practice, express rates are not always  $2\frac{1}{2}$  times the first class freight rates, and in some instances are lower.

....

The bulk of the express traffic moves on passenger trains in express cars, the property of the railway companies, but in charge, in most instances, of express company officials. Sometimes on branch lines one man acts as both baggage and express man. Now, how it can be ascertained with any exactness, whether express rates should be based on  $2\frac{1}{2}$  times first class freight rates we confess we do not know and no one has given us any assistance upon the point. We were referred to the car earnings as indicative that express charges were highly remunerative to the railway



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companies; and Counsel representing the Government offered computations showing that the Grand Trunk Railway Company had sixty mail cars earning on an average \$6,411.00 per car per annum, 900 passenger cars earning \$10,428.00 per car, 48 express cars earning \$21,846.00 per car, and 33,567 freight cars earning \$609.00 per car; that the Canadian Pacific Railway Company had 44,430 freight cars earning \$903.00 each, 74 mail cars earning \$9,572.00 each, 1,461 passenger cars earning \$13,453.00 each, and 116 express cars earning \$19,185.00 each; and that the Canadian Northern had 10,618 freight cars earning \$695.00 per car, 16 mail cars earning \$5,082.00 each, and 239 passenger cars earning \$8,672.00 each, and 14 express cars earning \$8,868.00 each.

Now, these figures, of course, are not pretended to be exact; they were estimates based upon the best available information. So far as the express car earnings were concerned, they were objected to by Counsel representing the express companies; but the latter did not follow the matter up and furnish us with any better information, or offer criticisms that would justify our entirely discarding these estimates. If they were wrong, the best information to break them down would be in the possession of the Railway Companies, and it would not seem unfair to infer that if they could have been seriously impeached, it would have been done.

Now, so far, this matter is being dealt with solely with the view of trying to ascertain whether these tolls, upon the whole, are reasonable. They might, upon the whole, produce reasonable returns to the carriers and yet some classes of traffic is unduly burdened, and other classes be carrying less than reasonable charges. If so, this would be unfair to individual shippers, but at the moment this is not the point for consideration. Do they in the result produce only fair and reasonable returns to the Railway Companies? or from the financial results and general reasonable conclusions and inferences from the foregoing should not some further general reduction be made?

The railway companies have in fact very small, almost negligible portions of their capital invested in these express agencies, and these latter being common carriers performing quasi public functions, are accountable, not only as separate corporations or entities, but likewise the railways as their real principals, to the public and to the country at large. The law as interpreted by the late Chief Commissioner, and with which interpretation we entirely agree, imposes upon these carriers the onus of satisfying the Board that their tolls are fair and reasonable. Has this burden been discharged? We feel that it has not and in so ruling we are not interpreting the meaning of this onus in a narrow sense. It should not be so dealt with. The carrier is entitled to much latitude in framing these tariffs. There are many elements of loss and danger that must be provided for; but after making every allowance for all the contingencies we can think of, we are impressed with the fact that the earnings of the Railway Companies upon express traffic are upon the whole excessive and should be reduced.

It was urged that there were extra hazards surrounding the transmission of valuable parcels, bullion, etc., by express, and reference was made to the very extensive express robberies in the United States. It is perfectly true that these are very proper matters to consider, and that the companies are entitled to charge rates that will furnish reserve funds that will properly take care of losses of that kind, as well as every other probable risk; but a reference to the list of losses and of claims paid shows the losses in Canada to be very light in proportion to the volume of traffic moving; and a reference to the vast surplus profits of the Companies in the United States shows that they made ample provision, to say the least, against loss from train robberies and every other form. The rates in Canada are, upon the whole, about the same so far as we can gather,—possibly in some instances slightly lower than in the United States. There these tolls,—from several official inquiries we have had access to,—have been shown to be excessive, in that the result in earnings therefrom has



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produced revenues out of all reason. We are not overlooking the volume of traffic in comparing the reasonableness of tolls as between the two countries. From this conclusion, arrived at after most serious consideration, it follows that the application to allow these tariffs as they stand, cannot succeed; they must be refused.

In this result, it will be necessary to prepare new tariffs; and in framing them regard may be had to certain rulings that follow. By far the larger portion of the individual complaints that were heard by us, along with the General Inquiry, are covered by general findings and rulings; a few will hereafter appear under their separate titles.

### DELIVERY LIMITS.

Complaints have been from time to time made to the Board regarding the practice established by the Express Companies in limiting the area of their collection and delivery service in certain cities and towns; and, without particularizing, these cases may be disposed of upon **general lines**.

It was at first contended by the Companies, that the Act conferred no jurisdiction upon the Board to deal with this feature of express traffic; that it was optional with the Companies whether they established such a service, and if established by them then they could define or limit the area over which such service should extend.

Dealing first with the question of jurisdiction. It would seem that before Express Companies could limit their liability to deliver express traffic to consigners, they must obtain the sanction of the Board to any rule or regulation having that object in view. Section 353 provides that "*No contract, condition, by-law, regulation, declaration, or notice, made or given.....imparing, restricting, or limiting the liability .....for or in connection with the .....delivery by express, etc., .....shall have any force or effect unless first approved by order or regulation of the Board.*" We do not read this section as being limited to that class of contracts by which a Company might seek to limit its liability for damages for *non-delivery* arising through accident or other cause; it seems to us to apply to any class of contract whereby the Company might be seeking to limit, curtail, or restrict its responsibility for the actual delivery to the consignee or to his address. Ss. 3 provides that the Board may, in any case, or by regulation, "prescribe the terms and conditions under which goods may be *collected, received, cared for, or handled* for the purpose of "sending..... or under which goods may be sent, carried, transported, or *delivered* by express....." If we read the provision correctly, it empowers the Board to prescribe the terms and conditions upon which express companies shall *collect* and *deliver* express traffic, nor does this, in our opinion, mean only collection at and delivery to their own offices or depots, but covers the collection generally throughout the city, town, or village at which the traffic originates, and the delivery generally to the consignee or otherwise, at the point of destination. If this is the correct view, it follows that, if the Companies define limits less in area than the Municipal boundaries of the points of origin or destination, beyond which they refuse to collect or deliver, these limits are subject to review and must be approved by the Board. All the complaints came from points where there were collection and delivery services already established; so the question of the jurisdiction of the Board to direct such services at points where none had been established by the Companies is not now being considered.

Even if jurisdiction were not given by the foregoing provision, we are of opinion that it would arise upon the ground of discrimination. Suppose the Companies fixed College and Carlton Streets as their northerly limits in the City of Toronto, would not the residents North of that line be discriminated against in favour of the residents to the south of it, if express traffic, carrying similar tolls, were collected from and delivered to the latter, and not the former? This, of course, is an extreme case,



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and one not likely to arise; but it illustrates that jurisdiction exists where discrimination is alleged; and it was upon that ground that most, if not all, the complaints were based. The practice of the Dominion Express Company that has grown up in Winnipeg is, we think, quite contrary to the Statute. There is an independent dray or cartage company, said to have no connection of any sort with the Express or Railway Company, has wagons at the station, and the express company there turns over to it all traffic for delivery beyond the delivery limit fixed by the Express Company.

The dray company collects twenty-five cents on each package, no matter what the size or weight may be, or where the point of delivery is; and if the consignee refuses to pay, the package is left with him, but no future deliveries are made; and, after that, parcels addressed to that consignee are held at the express office, and he is notified to come there for them. This 25 cent delivery charge is not included in the tariff filed, although it is a charge made with the consent of the express company and falls directly within the meaning of the word "toll" or "rate," as defined by section 9 of the Act of 1908. We are not at the moment considering the form of receipt given to the consignor by the express company for goods received for shipment, but it would seem reasonable that if a receipt were given to, say, a consignor in London, for a package addressed to a consignee in Toronto, the street and number being given, outside the Toronto delivery limits, the consignor not being so notified by the Company at the time the parcel is handed over to it, the Company should be required to deliver to that address; and it should not be open to the Company, when the parcel reached Toronto, to vary the contract made with the shipper to deliver at the address given, and to notify the consignee to come to the office and get the parcel; or, as in the case of Winnipeg, turn it over to some other delivery agent and assess, without the knowledge of the consignor, an additional charge upon the consignee, notwithstanding this service had been paid for by the sender, or at least the practice of the Company had led him to suppose he was paying for it.

Suppose a person at Brighton wishes to send a parcel to a person outside the delivery limits laid down by the Companies in Ottawa, and particularly wishes to prepay all charges, the express agent at Brighton has no knowledge of the Ottawa delivery limits, accepts the parcel addressed to a street and number that the Ottawa office is instructed not to deliver to, and the toll that the sender is led to believe will cover the transportation and delivery of the parcel to the address given, and yet, when the parcel arrives at Ottawa, it is not delivered at all. Instances of this kind are occurring every day in connection with express traffic at points where delivery limits exist. In the City of Winnipeg, from January 1st to December 31st, 1908, there were delivered outside the limits there 6,684 packages for one express company alone; and all these paid the extra toll to the cartage company. In Toronto, in the month of May, 1909, by one Company alone there were 497 packages for consignees outside the delivery limits; in Winnipeg, 553; in Ottawa, 195; in St. John, 108; in Regina, 130; Calgary, 171; Vancouver, 690; and in Montreal, 169. While these figures are only a small percentage of the total express traffic at these points, yet they show that a very substantial part of the express traffic moves to addresses outside the delivery limits as established. The Dominion Express Company submits a list showing 2,661 packages carried by it in May, 1909, for points outside its delivery limits in fifteen cities. It may not be unfair to suppose that in a large percentage of these cases, the senders of these packages supposed they were paying, in cases where the toll was prepaid, the whole charge to insure delivery to the consignee and not merely to the Railway Stations at destination.

How the Express Companies propose to get to the shipper the information as to the delivery limits was not discussed before us. It would be manifestly unfair to permit the existence of delivery limits without requiring the Companies to have in the hands of all agents information concerning them, so that the agent at the receiving office might inform himself and the shipper, at the time of shipment.



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whether the consignee's address was within or without the delivery limits at the destination. We have some sympathy for the express companies in their contention that it is fair to limit the zone of collection and delivery at some points. It appeared in evidence that some towns and cities had included in their area such large extents of agricultural lands, that to make delivery would require journeying far out into the country. Requiring delivery, without additional charge, under such conditions is not fair either to the carrier, or to the rest of the public who are expected to pay tolls that yield upon the whole fair returns to the carrier, and if the latter is loaded up with a lot of work for the benefit of one section of the public that is to be performed at a loss, it will only be made up out of another section of the public. On the other hand, it is difficult to see how the Companies are to have in the agents' hands, at their numerous offices, the information necessary to inform shippers of these limits, and as to whether the address of the consignee is within or beyond the limits. A man comes into the express office at Virden, Manitoba, with a parcel addressed to No. 10 Forrest Hill Road, Toronto. Even if the agent at Virden had the Toronto delivery limits and a Toronto directory, it would be difficult for him to find out whether the address of the consignee was within or without those limits. Subject to the conditions that where the shipments are accepted for delivery generally, that is, without specific address, at the point of destination, and where the shipment bears an address that is outside the limits, the Companies should, in the absence of specific notice to the sender, be bound to deliver to the consignee, we think it not unfair to have reasonable delivery limits established in some towns, cities and villages. To make the foregoing more clear: 1. If an express company accepts a parcel addressed generally to Alexander Adamson, Montreal, it should be bound to deliver to the consignee, no matter where he lives in Montreal. This could be controlled by the receiving agent requiring a specific address. 2. If the package is addressed to a street and number outside the delivery limits, and no notice of this is given to the sender in the receipt furnished by the Company, delivery should be made to the consignee at the address given upon the package. It was understood at the Winnipeg sittings that if the Board concluded that it had jurisdiction over this matter, and that limits in some places were reasonable, each point where limits have been established would be taken up separately.

It now remains for the express companies to propound to the Board some reasonable basis for express traffic to move to delivery limit points, if there are to be such. By this is meant some mode of doing business whereby the shipper will know either that his shipment is destined to an address outside the delivery limits, and be enabled to provide against the contingency of non-delivery, or extra charge; or that, in the absence of that specific information, there is liability to deliver to the address given. If the Board can be satisfied upon these points, and it can be shown that the likelihood of injustice to the public will be small, then we are prepared to investigate and revise, if necessary, the existing limits as established by the Companies, and to this end each company should file lists of each delivery limit point, together with maps showing these limits, as well as the rest of the area of the Municipalities outside the limits to the boundaries; in the absence of the Board being satisfied that some reasonable way can be found of working this out, delivery limits will have to be abolished.

The Dominion Express Company has recently filed lists of delivery limit points, with maps showing the necessary particulars and, if the limits of all the companies are the same these maps now filed may be used by all the Companies for the purpose of the application.

In dealing with this question it will be observed that it is upon the theory that the Board has jurisdiction to permit the Companies in proper instances, to establish delivery limits by reason of section 353, which read broadly would seem to indicate that if the Board approved by order or regulation of the features connected with the liability or responsibility of the Company to deliver at any particular point, it might



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cover the delivery within, and not beyond, definite limits at said point. If, on the other hand, the Board has no jurisdiction under that section, then it would seem to be the clear duty of the Company to deliver, personally, to the consignee, irrespective of any attempted fixing of delivery limits by it.

In the case of *Willbeck v. Holland*, 45 N.Y., at page 13, the following extract may be referred to:—

“Carriers by land are bound to deliver or tender the goods to the consignee at his residence or place of business, and until this is done they are not relieved from responsibility as carriers. Carriers by vessels, boats, and railways are exempt from the duty of personal delivery. Such carriers discharge themselves from responsibility, as such, by transporting the goods to their nearest business station to the residence or place of business of the consignee, and notifying the consignee of their readiness to deliver the goods at such station. But this exemption does not extend to express companies, although availing themselves of carriage by rail. These were established for the purpose of extending to the public the advantage of personal delivery enjoyed in all cases of land carriage prior to the introduction of transportation by rail.”

The relief of the rail and water carriers from the common law liability to deliver personally to the consignee was one of the principal inducements for the establishment of a system of transportation of goods by means of express, and the proper view would seem to be, that, in the absence of custom or contract, an express company is bound to deliver personally to the consignee.

In the case of *Baldwin v. the American Express Company*, 23 Illinois, 201, it is said:—

“It is the settled doctrine of England, and of this country that there must be an actual delivery to the proper person, at his residence or place of business, and in no other way can he discharge himself of his responsibility as a common carrier, except by proving that he has performed such engagement, or has been excused from the performance of it, or been prevented by the act of God or a public enemy.”

In very many cases in the United States courts it has been held that express companies must make personal delivery, and the reason given in the *American Express Company v. Robinson*, 72 Pennsylvania State, 274, was that any other rule would be destructive of the business of express companies, as they receive compensation based upon a contract for the personal delivery of the goods entrusted to them as common carriers.

In some states this matter has been the subject of special legislation. A statute was passed in Indiana requiring all express companies carrying on business in that State to deliver, personally, to all consignees living within the municipal limits of cities in that State, having a population of 2,500 or more inhabitants.

There is nothing in the sections of the Railway Act, that applies to express companies, dealing specifically with this subject, other than the section empowering the Board to deal with contracts limiting the responsibility or liability of companies to deliver express traffic; and if this provision extends, as we hold it does, to a contract limiting responsibility to deliver beyond specified areas in named municipalities, then, as it has been said, it does not seem unreasonable to permit proper limitations in certain cities, towns or villages, if a system can be established that will work fairly in the way of bringing home to the shipper specific notice that his package may be destined to a point where the Company is not bound to make personal delivery.

In the form of contract which is in use by the Canadian Express Company (exhibit No. 2), and which is set out in full later on, it does not appear that there is any limitation of the liability to make personal delivery. In other words, the body of



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the contract does not attempt to limit the responsibility of the company to deliver to the consignee, personally; and it would seem that the Canadian Express Company, under its legal liability at common law as a common carrier, has all along been liable to make personal delivery of express matter, not only at established delivery points, but at all destinations. On the other hand, the form of contract used by the Dominion Express Company provides that deliveries are to be made only within the delivery limits established by that Company at such points at the time of shipment, and prepayment in such cases covers only places within such delivery limits. Both these contracts received temporary approval of the Board, although the Dominion Express Company did not at that time submit maps showing the delivery limits as defined by it at its various points, nor was the Board's approval of the limits so established ever asked.

However, it may be of no use to pursue the matter as it relates to the past, as the principal endeavor is to obtain the establishment of a fair and proper system both for the public and the carrying companies for the future. Of course, it will be understood that this whole subject regarding delivery limits is confined to such cities and towns as by reason of their local conditions it would seem reasonable to fix delivery limits in. There are innumerable points all over Canada where the Companies have no collection and delivery service, and where it would be entirely unreasonable to establish such services so long as no collection and delivery expense forms part of the toll charged. The large majority of points where there are express agents are places where there is no collection or personal delivery, and at such points the established custom is to notify the consignee of the receipt of the package at the particular express office, requiring him to call within a reasonable time and obtain the same.

It is obvious that as to all this class of traffic the part of terminal expenses representing collection and delivery should not form part of the toll charged. In the past the tariffs have not provided for this feature, the same charge being made (1) where there was no collection or delivery service; (2) where there was a collection but no delivery; (3) where there was a delivery but no collection; (4) where there was both collection and delivery. This sort of tariff has discriminatory features and the new one must be based upon the services actually rendered; in other words, that part of the public that does not enjoy the collection and delivery service should not pay tolls that include the expenses of such services.

The Companies have, after conference, arranged to publish directories showing delivery limits in all cities of 10,000 or upwards, and in large towns of less population where there are at present delivery limits. This may be a fair plan to try, but it must be upon the understanding that it is not final, if the general result should be found to be unsatisfactory; and the approval of the delivery limit clauses in the Merchandise Receipt is subject to the foregoing. Of course the Companies in removing these discriminations must not increase tolls for any services performed by them.

*Roberts v. Dominion Express Company.*

Another illustration of this delivery limit matter appears in connection with a complaint received by the Board since the foregoing was written.

On the 22nd September, the Board received from Mr. James Roberts, corner 22nd Street and Stony Plain Road, Edmonton, a complaint that the Dominion Express Company had charged 75 cents for delivering 5 cases of fruit to his place of business at the above address. It seems that this fruit was shipped from Mission Junction, the rate from that point to Edmonton being \$2.55 per 100 lbs. Upon this shipment (weighing 109 lbs.), the toll payable to the Express Company was \$2.77. In the answer filed by the Express Company, it is alleged that the address at which the shipment was delivered was about "1½ miles beyond the regular delivery limits of the Company "at Edmonton;" that there was an arrangement with a local delivery com-



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pany to handle shipments beyond the regular delivery limits of the Express Company and "within certain limits," the charges being as follows:—

5 lbs. and under, 10 cents; Over 5 lbs. and up to 10 lbs., 15 cents; Over 10 lbs. and up to 20 lbs., 20 cents; Over 20 lbs. and up to 100 lbs., 25 cents; 10 cents for each additional 100 lbs. or fraction thereof.

The answer further goes on to state that the address to which the shipment was delivered was beyond the limits to which the carter was required to make delivery upon the basis of the above schedule, and the carter made a charge of 75 cents. The Company further says that "the Express Company had no control over the charge made by the carter," and it is asked that the complaint should be dismissed.

This is somewhat like the Winnipeg case, except that it goes a step farther, and the local delivery company, with whom the Express Company makes its bargain, limits the zone within which it agrees to deliver, and itself imposes an arbitrary charge for delivery outside of this zone. As stated in the Winnipeg case, this whole system is entirely illegal; and in this case the Dominion Express Company has become a party to its agent, the local carter, making delivery upon the payment of certain tolls, without these tolls being filed with the Board for its approval. The Board has no power to order the Express Company to refund these illegal charges that it has permitted its local carters to impose, and all that it can do is to declare this whole arrangement irregular and illegal.

The complainant in the above mentioned case, in reply to the Company's answer, states as follows:—

"Diverting to the question of free delivery, I learn from local sources that "instead of using the freight sheds as the radiating point from which free "delivery should be made, the Company used the same building as that occupied "by the Canadian Pacific officials, which is situated some 1,600 yards east of the "freight sheds, as the point of distribution, and they fixed the free delivery "line about 200 yards west of the freight sheds. This makes the distance of "free delivery about one mile from their office. The distance for which the "special, and I think high rates are charged is as nearly as possible 1,354 yards. "This is the distance that the Company charged 35 cents for carrying 109 lbs. "The distance mentioned above brings the goods to the extreme southern end "of 21 Street and Jasper Ave. Yet because the teamster travelled up 21st "Street, 625 yards and turned west to my place situated one hundred yards off "21st Street, an additional 40 cents was imposed."

Whether it is reasonable that the Express Company in this case should be required to deliver as far as where Mr. Robert's grocery is located cannot be decided, because the Board is not in possession of sufficient facts, volume of traffic, and other matters. Before the directories showing and defining delivery limits in the various towns and cities in Canada are approved, the Board will define what are, in its opinion, reasonable limits within which delivery shall be made; that it, assuming that the Companies can satisfy the Board of some reasonable way of working this out.

## STANDARD TARIFFS AND SUDBURY BASING SCHEDULE.

Complaints were received in Manitoba, Alberta, and Saskatchewan regarding the general level of express rates. In view of the evidence submitted, both as to the conditions existing and as to the volume of traffic offering, revision and rearrangement of rates are justifiable.



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At the basis of the Express Standard Mileage Tariff is the question of the division of territory into mileage blocks. In eastern Canada, these run from 1 to 100 miles in 25-mile groups, from 100 to 200 in 50-mile groups, and over 200 in 100-mile groups up to the maximum. It appears to us that this mileage grouping is worked out on a logical basis. The Lake Superior Standard mileage tariff begins at North Bay, and from this point west there exists no such exact arrangement of mileage groups as in the East. Each Standard tariff west of North Bay has its own particular mileage grouping, and the groups are irregular and overlap.

The Board does not feel it necessary, at the present juncture, to give a direction to the Express Companies as to the exact mileages which should be contained in each mileage group westward from the Lake Superior territory, inclusive; but it does appear that there will be advantages in a general uniformity, so that, for example, any two or more of the western groups should be equivalent to and included in the corresponding eastern group, instead of the relation being fractional as at present. The Express Companies should within three months rearrange their standard mileage territories from the Lake Superior territory, inclusive, in accordance with this direction.

From the standpoint of uniformity, it is advisable that the territories covered by the various Standard mileage tariffs should be rearranged. At present, the eastern and Lake Superior scales meet at North Bay. In view of the fact that, since the construction of the Canadian Pacific Company's Toronto-Sudbury line, the freight rates break at Sudbury, instead of at North Bay, as formerly.. Sudbury should be substituted for North Bay. The Prairie and Mountain express scales join at Macleod and Calgary. Here, again, it appears advisable that the division should be, as in the case of the Standard freight tariffs, at Crowsnest, Canmore, and Thornton.

To sum up, the Board directs:—

1. That there shall be four "standard" mileage basing scales, viz.,

(A) On all lines east of and including Windsor and Sudbury, excluding the line of the Temiskaming & Northern Ontario Railway.

(B) On all lines west of and including Sudbury to and including Sault Ste. Marie, Ontario, Crow's Nest, Canmore, and Thornton, Alberta; also north of and including North Bay.

(C) On all lines west of and including Crowsnest, Canmore, and Thornton to the Pacific Coast, and to Vancouver Island transfer ports.

(D) Vancouver Island.

2. That the mileage groupings of "B," "C," and "D" be assimilated to those of "A," so that there shall be no overlapping.

3. That the basis of (A) do not exceed \$3.00, of (B) \$5.00, of (C) \$6.00 per 100 pounds for the 900-1000 mile group.

4. At present, on inter-division traffic between territory "B", and territory "C" the practice is to make up a through rate by adding the two tariffs together. The system which applies in freight traffic is more satisfactory; therefore, in the interest of uniformity of practice and lesser burden of rates, on inter-division traffic which is not subject to the Sudbury basing schedule, the higher, or highest, standard mileage scale, as applied to the through mileage, should govern in either direction.

5. Between points east of Sudbury and points west thereof, through rates are at present built up by adding to the local tariff east of Sudbury a special basing tariff west thereof, which later is assumed to be lower than the Sudbury local tariff. We see no particular objection to this system, and the Sudbury basing scale may be continued, provided that the through rates are less, in all cases, than the sum of the tariff rates to and from Sudbury, and are not greater than the higher Standard tariff as applied to the through mileage from the point of origin to destination. The tariffs between points east of Sudbury and points west thereof must show the specific through rates.



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We think the Sudbury basing method may reasonably be applied to inter-division traffic via North Bay, and we, therefore, direct that on traffic between points north of North Bay and points east, south, and west thereof the proportional rates north of North Bay be the same as west of Sudbury, subject to the same provisions.

## COMPETITIVE POINTS AND THROUGH ROUTES AND RATES.

A large number of individual complaints were made regarding excessive express tolls by reason of the companies never having established through rates, and from the practice of their exacting upon that class of traffic and sum of the locals. Complaints were also made of violations of the long and short haul clause arising by the system of moving traffic to what they termed competitive points. An illustration of these two matters is obtained from the case of Brown Bros. v. the American Express Company et al, in which the complainants asked "if it is permissible for an express company to exact a greater charge for a shorter than for a longer distance." and they alleged this to be the case with respect to shipments made from Toronto, and points east, to Welland and Fenwick, on the Toronto, Hamilton & Buffalo Railway; traffic destined to Fenwick being subjected to a higher toll than to Welland. At the hearing, the facts were developed and the case was argued.

For many years the Canadian Express Company had an office at Welland and operated to that point from Toronto and eastern points on the lines of the Grand Trunk Railway Company via St. Catharines, the distance from Toronto to that city being 70:8 miles, and from there to Welland 14:1 miles; the rate per hundred pounds was established at seventy-five cents and so remains. Subsequently to the establishment of this rate, Toronto, Hamilton, & Buffalo Railway Company built a line of railway from Hamilton to Buffalo, passing through Welland, and since the opening of that line through trains are run from Toronto to Buffalo, over the line of the Grand Trunk Railway Company from Toronto to Hamilton, under the agreement between the Canadian Pacific and Grand Trunk Railway Companies; thence over the Toronto, Hamilton & Buffalo from Hamilton to the latter city. The Dominion Express Company operates upon these trains between Toronto and Hamilton, and the American Express Company between the latter city and Buffalo. In practice, express matter destined to Fenwick or Welland is carried from Toronto to Hamilton in these trains in charge of a messenger of the Dominion Express Company; there a messenger of the American Express Company takes charge of the car and the express matter therein for the remainder of the journey. When this new route was opened for express traffic, the Canadian Express toll of seventy-five cents per 100 lbs. to Welland was adopted, and since then traffic going by either route has paid a similar rate, viz., the 75 cents per 100 pounds. Fenwick is a station between Hamilton and Welland, seven miles nearer Toronto than the latter town, the rate to which is 90 cents per 100 lbs.; so a 100 lbs. moving to Fenwick pays 15 cents more than to Welland, although the shipment passes through the seven miles beyond Fenwick. The 90 cent rate to Fenwick is the combination of the Dominion Express Company's 40 cent local rate to Hamilton, and the American Express Company's 50 cent rate from there to Fenwick; the latter is said to be an "exclusive" office of the American Express Company. It is said upon behalf of these Companies that Welland is a "competitive" point, and they join in a through 75 cent rate to meet the Canadian Express Company's rate to that place.

Sub-section 5 of section 315 of the Railway Act provides that "the Board shall not approve or allow any toll, which for the like description of goods.....carried "under substantially similar circumstances and conditions in the same direction over "the same line, is greater for a shorter than for a longer distance, within which such "shorter distance is included, unless the Board is satisfied that, owing to competition, "it is expedient to allow such toll."

If two packages of 100 pounds each are delivered to the Dominion Express Company at Toronto, destined respectively to Fenwick and Welland, they are carried, in



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so far as the actual carriage is concerned, to their destination under "similar circumstances and conditions in the same direction over the same line, "yet the toll to Fenwick is greater than to Welland, notwithstanding the distance is shorter and "is included in the longer distance to Welland. The statute prohibits this unless the "Board is satisfied that owing to competition it is expedient to allow such toll."

Upon first consideration it seems absurd that the toll to Welland should be less than to Fenwick; yet upon examination it will be seen that no injustice is done to Fenwick. The Canadian Express Company's 75 cent rate to Welland had to be met by the two companies operating over the new route; otherwise they could not have hoped to share in the Welland traffic. Prior to the opening of this new route, Fenwick had no express facilities,—at least by rail, Welland had, the new route gave additional facilities to Welland and created competitive conditions there, at least, as to facilities if not as to rates. The new route did not have the effect of reducing tolls but gave the public the choice of an additional route, which generally results in creating a more attentive and efficient service. Shippers to or from Welland have the opportunity of routing their traffic over one of two routes, while traffic to or from Fenwick must move by one only, so that in this respect Welland is a point where there is competition as to which route will get the traffic, while those conditions do not exist at Fenwick; so it appears that if the Board is satisfied that it is expedient to allow these tolls, there is nothing unlawful in them. In other words, if the tolls are reasonable in themselves, they are not prohibited by the Act. How is Fenwick hurt? similar conditions exist all over this and every other country. Competition between carriers by rail, and competition between carriers by water and carriers by rail, create favored locations to and from which tolls are lower and to which the long and short haul clause has no application.

In referring to the long and short haul clauses of The Act Respecting Commerce, Professor McPherson, in his work on "Railroad Freight Rates in relation to the Industry and Commerce of the United States," ed. 1909, says,—pp. 239-240:—

"An unvarying and widespread occasion for vituperation was the common practice, whether forced by unsurmountable competitive factors, such as the waterways, or by inevitable commercial necessity for the conveyance of products to market, or the whirlwind of the struggle for traffic, to reduce the rates between stations separated by considerable distances to a level lower than that of the rates which were maintained to and from intermediate stations. This practice, commonly designated as 'charging less for the long than for the short haul', naturally seems unjust. The argument that if a railroad can afford to carry 100 pounds for 1,000 miles at \$1.00, it is an outrage for it to charge \$1.50 for 500 miles over the same line seems, upon its first statement, to be unanswerable. The railroads, whose fighting was not altogether unlike that of wild beasts in a jungle, were following the instinct of self-preservation common to both them and wild beasts, and all human kind. Although the economic justice that, under certain conditions, underlies charging more for the short than for the long haul, even upon the same route, had been pointed out by an English economist as early as 1849, his logic had not percolated the minds of the public, the shippers, or the majority of the traffic men themselves, who were ready to admit that they were doing only what they had to do under the conditions that beset them, and did not attempt on an economic basis to justify this practice. It was not until several years later that the American economists, Hadley, Seligman, and Taussig, gave enunciation to the principles underlying the adjustment of freight rates. It is beyond question that had these principles, resting as they do upon an adamant foundation, been properly set forth by instructors and the press, and had promptly penetrated to and found acceptance in the minds of the American people, the history of the American railroads would have been spared many of its most distressing pages."



## SESSIONAL PAPER No. 20c

In the early days of the Interstate Commerce Commission, it held, in several cases, that competition between carriers was not sufficient to justify a higher charge for a short than for a long haul, the shorter distance being included in the longer. The Courts there continually overruled those holdings, and in one case this appropriate statement appears:—" Shall the millions invested in Railroads to afford to the State great systems of transportation result in their ruin? Shall Government undertake the impossible but injurious task of making the commercial advantages of one place equal to those of another? It might as well attempt to equalize the intellectual powers of its people." (Ibid. p. 253).

It will, of course, be observed, that the question here involved, as propounded by the Applicants, is not the reasonableness in itself of the Fenwick case; they make no complaint that the 90-cent rate to Fenwick is too high; in answering their question, we are dealing only with the specific enquiry made by them. The answer to the Applicants' question will, therefore, be, "under existing conditions, yes."

The two important features presented by this complaint, already referred to, are, 1st, as to Welland being a competitive point; 2nd, *the rate to Fenwick being the sum of the locals.*

The question of joint through rates by Express Companies was not discussed with any particularity, in so far as it would pecuniarily affect the Companies, in the General Express Enquiry; but it has been given a good deal of consideration by us since the hearing of that case, and we have come to the conclusion that the Companies engaged in the Express business in Canada must establish joint through rates on express freight traffic, which shall be less than the sum of their locals. Sections 333 and 334 provide that Companies may agree upon joint tariffs for continuous routes; and, if they fail to agree, the Board may require agreement; or, in the absence of agreement, the Board may fix the toll and apportion it between the Companies. In view of these provisions, it seems clear that where Express Companies establish continuous routes, they should at the same time agree upon joint rates for their freight traffic and a division thereof, and we think that these should be less than the sum of the locals. The question is how much less? We do not think in this instance, that the value of the service to the shipper should be the controlling factor; if it were, then the joint rate, where the continuous route was operated by two or more companies, could be no higher than would be the through rate if but one company operated between the same points, because the value of the service to the shipper is not enhanced by the traffic being handled by several different Companies. There usually is some additional expense connected with transfers, book-keeping, accounting, and auditing, and doubtless other matters, where shipments are moved by two or more companies, that does not exist where one company alone is concerned in its carriage. The difficulty is to say what is a proper basis to put this class of business upon. This matter has been considered by some of the State Commissions in the United States, but whether the conclusions arrived at by them could be fairly applicable here could not be known without an intimate knowledge of this class of traffic in the various States where it has been dealt with. In Indiana it has been held that the joint through rate should not exceed the sum of the locals less 20%. We have no means of comparing the situation there with that in Canada. We have no means of knowing the extent or volume of this class of traffic there, nor have any figures been submitted to us showing the volume of this class of traffic in Canada, or the revenues of the carriers therefrom, or how they will be affected by any requirements this Board may impose upon the carriage of joint traffic.

The Texas State Commission determined that the through rate should not exceed the sum of the locals less 10%. It was suggested before us, by Counsel representing the Government, that, perhaps, the more logical plan might be to fix the through rate, where the traffic is handled by two or more Companies, at the same sum that would apply to one Company for the same service, plus an additional sum for the transfer



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or extra handling. But while this probably is logical, how can it be said what the additional sum should be? So far as we are aware, this has never been applied as a basis for fixing the joint rate upon the freight traffic of the Railway Companies, and we fear would be too drastic to apply to express traffic, and so we prefer, for the present at least, to cut some reasonable percentage off the sum of the locals.

It is admitted that it is quite feasible to have joint tariffs, so that one may be informed at any express office what the charge is for the carriage of any shipment to any other office in Canada. The Companies should, within a reasonable time, make provision for tariffs of this sort applicable to their freight traffic.

As regards the joint "graduate" charges, the advantage to the companies of graduating on the respective local rates (the present system), or, as has been suggested, even on the sum of these, does not seem to us to justify the joint tariff complexities which either method would entail. A tariff of specific joint "graduates" based on the present method would have to be very voluminous, involving, as it might, a separate joint "graduate" scale between practically each point of the one company and each point of the other. The suggested alternative would be simpler; but even this would necessitate, in addition to the actual chargeable "merchandise" rates, a column of higher basing rates per 100 lbs. for graduating purposes only, and the shipper might reasonably expect some satisfactory explanation. We are of the opinion that the logical solution of the difficulty is the application of the same principle to the joint tariff as to the individual company tariff; in other words, that the joint charge for these small freight shipments should be obtained by graduating on the joint through "merchandise" rate, and we anticipate that this simplified solution will commend itself to the companies themselves.

We had arrived at the conclusion that a reasonable basis for the joint per 100 lbs. rates would be 85 per cent. of the lowest combination of the local "merchandise" rates; but a closer study of the "graduate" feature leads us to believe that this reduction of 15 per cent from the sum of the locals might prove too drastic. The "graduate" scale covers the great bulk of express traffic, and a material benefit would ensure to the public by graduating once on the sum of the local rates (the alternative suggestion just referred to); but we have gone further than this by prescribing the joint per 100 lbs. rate as the basis for the "graduate" as well; and as any lowering of the rate per 100 lbs. reacts on the "graduate," the latter is made subjected to a two-fold reduction. For these reasons we think that, except where modified by competition the joint merchandise rates per 100 lbs. should be constructed on the basis of a reduction of at least 10 per cent from the lowest combination of "merchandise" rates between the same points, regardless of the point of interchange; the minimum charges to be similarly constructed, unless joint minimum charges are specifically provided in the classification. Joint tariffs should apply in both directions.



SHIPPING RECEIPT OR CONTRACT.

Much complaint was made against the form of contracts that Express Companies require the shipper or consignor to sign at the time of shipment. The following is the form in use by the Dominion Express Company:—

(Exhibit 60).

“ Form 112, Nov. '05.

“ Dominion Express	)	
“ Company’s Money	)	DOMINION EXPRESS CO.
“ Order	)	LIMITED,
“ For rates see other	)	
“ side.	)	139 St. James St., Montreal, Que..
“ For shipments consign-	)	
“ ed to points in China,	)	.....19
“ Japan, and generally	)	(Not Negotiable)
“ to foreign countries,	)	
“ this receipt should	)	Received of.. . . . .
“ be forwarded to the	)	
“ consignee who will	)	.....said to contain.. .
“ be required to pro-	)	
“ duce it on delivery	)	valued at.. . . . .dollars
“ of the shipment.	)	

“ which we undertake to forward to the nearest point to destination, reached by this  
“ Company, subject expressly to the following conditions, namely:—This Company is  
“ not to be held liable for any loss or damage, except as forwards only, nor for any  
“ loss or damage by fire, by the dangers of navigation, by the Act of God or by the  
“ enemies of the Government, the restraints of Government, mobs, riots, insurrections,  
“ pirates, or from or by any reason of any of the hazards or dangers incident to a  
“ state of war. Nor shall this Company be liable for any default or negligence of  
“ any person, corporation, or association, to whom the above described property shall  
“ or may be delivered by this Company, for the performance of any act or duty in  
“ respect thereto, at any place or point off the established routes or lines run by this  
“ Company, and any such person, corporation, or association, is not to be regarded,  
“ deemed, or taken to be the agent of this company for any such purpose, but, on the  
“ contrary, such person, corporation, or association shall be deemed and taken to be the  
“ agent of the person, corporation, or association from whom this Company received  
“ the property above described. It being understood that this Company relies upon  
“ the various railroad and steamboat lines of the country for its means of forwarding  
“ property delivered to it to be forwarded, it is agreed that it shall not be liable for  
“ any damage to said property caused by the detention of any train of cars, or of any  
“ steamboat upon which said property shall be placed for transportation; nor by the  
“ neglect or refusal of any Railroad Company or Steamboat to receive and forward the  
“ said property.

“ It is further agreed that this Company is not to be held liable or responsible for  
“ any loss of or damage to said property, or any part thereof from any cause whatever,  
“ unless in every case the said loss or damage be proved to have occurred from the  
“ fraud or gross negligence of said Company or their servants; nor in any event shall  
“ this Company be held liable or responsible, nor shall any demand be made upon  
“ them beyond the sum of Fifty Dollars, at which sum said property is hereby valued,  
“ unless the just and true value thereof is stated herein; nor upon any property or  
“ thing, unless properly packed and secured for transportation; nor upon any fragile



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“fabrics, unless so marked upon the package containing the same; nor upon any  
“fabrics consisting of or contained in glass. If any sum of money, besides the  
“charges for transportation, is to be collected from the consignees on delivery of the  
“above described property, and the same is not paid within thirty days from the date  
“hereof, the shipper agrees that this Company may return said property to him at  
“the expiration of that time, subject to the conditions of this receipt, and that he will  
“pay the charges for transportation both ways, and that the liability of this Com-  
“pany for such property while in its possession for the purposes of making such  
“collection shall be that of warehousemen only. And if the articles herein mentioned  
“are not removed from the office of the said Company, and charges paid thereon in  
“one year from the date of this receipt, it is agreed that the said Company may sell  
“the same at public auction for their charges, including the cost of sale thereon, but  
“all articles, in the opinion of the said Company, of a perishable nature may be  
“disposed of at their discretion if the charges are not paid at once or the consignee  
“cannot be found. In no event shall this Company be liable for any loss or damage,  
“unless the claim thereof shall be presented to them in writing at this office within  
“ninety days from this date, in a statement to which this receipt shall be annexed.  
“And it is also understood that the stipulation contained herein shall extend to and  
“enure to the benefit of each and every company or person to whom, through this  
“Company, the above described property may be entrusted or delivered for transporta-  
“tion. THE DOMINION EXPRESS COMPANY, Limited, assumes no liability  
“for delays losses, or non-delivery beyond their lines. Deliveries at all points  
“reached by this Company are only to be made within the delivery limits established  
“by the Company at such points at the time of shipment, and prepayment in such  
“cases shall only cover places within such delivery limits. The party accepting this  
“receipt hereby agrees to the conditions herein contained.

“READ THIS RECEIPT

For the Company,  
.....Agent.”

That in use by the Canadian Express Company differs from the above; and that the differences may be compared, it is set forth in full, and is as follows,—

“ READ THE CONDITIONS OF THIS RECEIPT  
“ (105) CANADIAN EXPRESS COMPANY.

“ .....19  
“ Received of...  
“ said to contain...  
“ valued at... Dollars  
“ Marked...  
“ .....  
“ which we undertake to forward to the nearest or most convenient  
“ point of destination reached by this Company, subject expressly to  
“ the following conditions, namely: This Company is not to be held  
“ liable for any loss or damage, except as forwarders only, nor for  
“ any loss or damage by fire, by the act of God, or of the enemies of  
“ the Government, the restraints of Governments, mobs, riots, insur-  
“ rections, pirates, or from or by reason of any of the hazards or  
“ dangers incident to a state of war. Nor shall this company be  
“ liable for any default or negligence of any person, corporation, or  
“ association to whom the above described property shall or may be



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“Agents will advise customers that packages they desire to have brought out from  
 “Great Britain, marked care of Wm. Cuthbertson, Agent, Canadian Express Com-  
 “pany, 22 Water St., Liverpool, and shipped from any Railway Station in Great  
 “Britain, will be promptly forwarded.

“delivered by this Company, for the performance of any act or duty  
 “in respect thereto, at any place or point off the established routes or  
 “lines run by this Company, and any such person, corporation, or  
 “association is not to be regarded, deemed, or taken to be the agent  
 “of this Company for any such purpose, but, on the contrary, such  
 “person, corporation, or association shall be deemed and taken to  
 “be the agent of the person, corporation or association from whom  
 “this company received the property above described.

“Nor shall this Company be liable for any loss or damage of  
 “any box, package, or thing for over *Fifty Dollars*, unless the just  
 “and true value thereof is herein stated; nor upon any property or  
 “thing, unless properly packed and secured for transportation; nor  
 “upon any fragile fabrics, unless so marked upon the package con-  
 “taining the same; nor upon any fabrics consisting of or contained  
 “in glass.

“Nor shall this Company be liable for any loss or damage unless  
 “the claim therefor shall be made in writing, within thirty days  
 “from the accruing of the cause of action, on a statement made, to  
 “which this receipt shall be annexed.

“Nor shall this Company be liable for damage to perishable  
 “articles caused by detention of trains, or neglect, or refusal of rail-  
 “ways to provide facilities for carriage of such articles.

“The party accepting this receipt hereby agrees to the con-  
 “ditions herein contained.

“Shippers of Money Packages will be particular to mark the  
 “Exact Amount contained on outside of Packages, as the Express  
 “Company will not be liable for more than what is represented.

“C.O.D. goods when not taken in arrival at Destination, remain  
 “at the risk of Sender.

“The Grand Turnk Railway Company is liable for the per-  
 “formance of this Contract by the Canadian Express Company,  
 “subject to and upon the terms above expressed.

“For the Proprietors,  
 “.....Agent.  
 “Money transfers by telegraph to all cities and important towns.  
 “Special rates for advertising and printed matter, also produce and  
 “large consignments of merchandise.”

A case was heard at Vancouver in which the Canadian Bank of Commerce com-  
 plained against the form of contract that the Alaska Pacific Express Company  
 required to be signed for shipments entrusted to it, and the various features were  
 fully argued. This latter receipt is in the following form,—

“Shipments passing over water routes are not insured by this Com-  
 “pany against losses arising from dangers of navigation unless  
 “MARINE INSURANCE IS DESIRED AND CHARGED FOR.  
 “Value \$.. ..ALASKA PACIFIC EXPRESS CO. Read  
 “the Con-  
 “ditions  
 “on this  
 “receipt.  
 “.....190  
 “Received from.. ..  
 “... said to contain ...valued at.. ..



“Express Charges do not include Duties nor Custom House Expenses which must be Guaranteed by Shipper.

“ . . . . . 100 Dollars . . . . .  
“ Addressed . . . . .

“ Which we undertake to forward to our agency nearest or most  
“ convenient to destination only, and there deliver to other parties  
“ to complete the transportation, which he said Express Company is  
“ authorized to do under the following conditions:

“ 1. It is understood that this Company is a FORWARDER only,  
“ and relies upon the railroads and steamboat lines of the country  
“ for its means of transporting property delivered to it to be for-  
“ warded. It is agreed that it shall not be liable for any damage to  
“ said property caused by the detention of any train of cars or of  
“ any steamboat upon which said property shall be placed for trans-  
“ portation, nor caused by the neglect or refusal of such railroad or  
“ steamboat company to receive said property.

“ 2. And it is agreed that this Company is hereby authorized to  
“ deliver said goods to any carrier regularly carrying goods to said  
“ point of destination from the agency of this Company nearest or  
“ most convenient thereto; and any such carrier so selected shall be  
“ regarded as the agent of the shipper or owner, and as such, alone  
“ liable, and the Alaska Pacific Express Company shall not be in any  
“ event responsible for the negligence or non-performance of such  
“ carrier to which the above described property may be delivered by  
“ this Company in performance of any duty in respect thereto.

“ 3. This Company shall not be liable for any loss or damage by  
“ fire, leakage, or by the dangers of railroads, ocean, lake, or river  
“ navigation, or by the act of God, restraints of Government, civil  
“ or military authority, mobs, riots, insurrection, or war by the public  
“ enemy. NOR SHALL THIS COMPANY BE HELD LIABLE  
“ OR RESPONSIBLE FOR ANY LOSS OF MONEY OR BUL-  
“ LION CAUSED BY THEFT, ROBBERY, OR EMBEZZLE-  
“ MENT, UNLESS SHIPMENT IS INSURED BY THIS COM-  
“ PANY AT COST OF SHIPPER. UNLESS SO INSURED,  
“ SHIPPER ASSUMES ALL RISK OF LOSS OF MONEY OR  
“ BULLION BY THEFT, ROBBERY OR EMBEZZLEMENT.  
“ Nor in any event shall this Company be held liable or responsible,  
“ nor shall any demand be made upon it beyond the sum of Fifty  
“ Dollars, at which sum said property is hereby valued, unless the  
“ just and true valuation thereof is stated herein.

“ 4. Nor shall this Company be liable upon any property or thing  
“ unless properly packed and secured for transportation, nor upon  
“ any fragile fabrics, or goods consisting of or contained in glass,  
“ unless so marked, described, and accepted as such herein. NOR  
“ WILL THI COMPANY BE LIABLE FOR ANY MONEY OR  
“ JEWELRY, OR THE VALUE THEREOF, UNLESS THE  
“ SAME IS PACKED SEPARATELY FROM ALL OTHER  
“ ARTICLES WHATEVER, AND PROPERLY MARKED AND  
“ SECURED FOR TRANSPORTATION AS MONEY OR  
“ JEWELRY.

“ 5. If any sum of money besides the charges for transportation  
“ is to be collected from the consignee on delivery of the described  
“ property, and the same is not paid, or if in any case the consignee  
“ cannot be found or refuses to receive such property, or for any  
“ other reason it cannot be delivered, the shipper agrees that this  
“ Company may at its option return said property to him subject to

“THE LIABILITY OF THIS COMPANY IS LIMITED TO \$50, UNLESS  
A GREATER VALUE IS STATED IN THIS RECEIPT.



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“the conditions of this receipt, and that he will pay all charges for  
 “transportation both ways, and that the liability of this Company  
 “for such property while in its possession after *thirty-six hours* at  
 “agency of destination for the purpose of delivery, shall be that of  
 “warehousemen only.

“6. In no event shall this Company be liable for any loss, damage,  
 “or delay, unless the claim therefore shall be presented to it in writ-  
 “ing at this office within NINETY DAYS after date of shipment,  
 “in a statement to which this receipt shall be annexed.

“7. It is further agreed that any carrier or party liable on account  
 “of loss or damage to any of the above described property, shall have  
 “the FULL BENEFIT OF ANY INSURANCE that may have  
 “been effected or on account of said property.

“8. And it is also understood that the stipulations contained here-  
 “in shall extend and inure to the benefit of each and every company  
 “or person to whom, through this Company, the above described  
 “property may be entrusted or delivered for transportation.

“9. Deliveries at destination are only to be made within the  
 “delivery limits established at such points at the time of shipment,  
 “and prepayment in such cases shall only cover places within such  
 “delivery limits.

“10. THE PARTY ACCEPTING THIS RECEIPT HEREBY

“AGREES TO THE CONDITIONS HEREIN CONTAINED.

“FOR THE COMPANY.

“NOT NEGOTIABLE. . . . . Agent.

“ORDERS FOR GOODS, SUPPLIES, ETC., FILED AT ANY  
 “OFFICE OF THE COMPANY WITHOUT EXTRA CHARGE.

“Express Charges do not include Duties nor Custom House Expen-  
 ses which must be Guaranteed by Shipper.

THE LIABILITY OF THIS COMPANY IS LIMITED TO \$50  
 UNLESS A GREATER VALUE VALUE IS STATED IN THE  
 RECEIPT.

“Agents will advise customers that packages they desire to have  
 brought out from Great Britain, if marked care of Wm. Cuthbertson,  
 Agent, Canadian Express Company, 22 Water St., Liverpool, and  
 shipped from any Railway Station in Great Britain, will be  
 promptly forwarded.

It requires no second reading of any of these Contracts to see that they are grossly unfair. Indeed no one upon behalf of any of the Companies attempted to justify them in their entirety; and it is difficult to understand why the Companies have for years required such forms to be signed by shippers. We were told upon behalf of the Companies that they did not seek to hold their customers to these contracts, and in practice did not seek enforcement of the unreasonable features that appear to them; but this only makes matters worse, for this line of action is only an admission that the contract should never have been asked for in the first instance, and when obtained places the Company in a position to discriminate by enforcing the provisions of the contract against some and relaxing it as against others. Take the provisions that the Company shall not be liable for loss sustained while the shipment is in charge of a connecting carrier, but that the latter should be the agent of the shipper; that the Express Company shall not be liable for the refusal of the Railway to furnish facilities for the carriage of perishable articles; that they shall be liable



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as forwarders only; that they shall not be liable for damages by fire (notwithstanding the rate paid by the shipper includes a charge for insurance); that no liability is to attach, unless the loss can be shown to have been caused by the fraud or gross negligence of the Express Company or its servants, and the like. These are all unreasonable. When the tariffs of Express Companies are before us for consideration, we are told that the charges are to some extent,—in many cases to a large extent, based upon the great responsibility assumed by the Company, and the liability to make good losses arising from a great variety of causes; and when the form of contract comes to be investigated, it appears that studied attempts have been made to prevent the shipper recovering compensation, in the event of his goods being destroyed or lost while in the possession of the Company.

However, as these forms must all be abandoned, it is not worth while following further the criticism of those now in use. The question is what would be a fair and proper form of carriage contract; not unduly burdensome on either side but fair and equitable between the parties. We have had the opportunity of going over the various features that should enter into a contract of this character, with representatives of all interested parties; and, without repeating the reasons that we gave from time to time as the matter progressed, we have concluded that the form in Schedule "A" to the Classification will, upon the whole, be reasonable. We would have preferred a shorter form of contract but it seems impossible to cut down further.

#### *Fruit Rates and Facilities for its Proper Handling.*

The Board, had, at various places in Ontario and the Western Provinces, many complaints against the Express Companies regarding their handling of fruit by express. These complaints were against the rates, the facilities at the various shipping points provided for receiving the traffic, the kind of care it was transported in, the rough handling it was said to be subjected to, causing breakage of baskets or crates, and alleged pilfering from the packages while in transit. This traffic has been rapidly increasing and all signs point to a still more rapid development. All small fruits are handled almost entirely by express; the traffic requires quick transport and careful handling throughout. It was said that from one point (Clarkson), arrangements were made with the Grand Trunk Railway Company for three freight cars per week during the season of 1909, for sweet corn and the cheaper fruits by freight service to Toronto, as the express rates were so high. It appeared that until about two years ago the rate from Clarkson to Toronto, sixteen miles, was 25 cents per 100 lbs. Then it was raised to 30 cents, or \$6.00 per ton. The fruit-grower loads the fruit into the cars, and at Toronto the purchasers, or commission merchants at the fruit market, do most of the unloading. In this class of traffic there is no pick-up service, the fruit always being taken to the car by the growers. The express companies have men in the car to place the packages in position, but it was said that they were mostly handed up to the car by the shipper. Then in cases where the Commission men took the fruit at the Toronto market, there would be no delivery service by the Company. It was said in the case of the three cars per week from Clarkson by freight, that the rate was 6 cents per 100, only  $\frac{1}{5}$  of the express rate, and that the car moved into Toronto as freight in the same time it did as express, but that as freight the railway did no handling of the fruit. By express, a car of fruit from Clarkson to Toronto bore a toll of \$90.00; as freight a toll of \$18.00, and both shipments, it was said, were frequently made in like kind of cars, viz., the ordinary box car. It would seem that a charge of \$90.00 for this 16 mile haul, with no pick-up or delivery expenses, is little else than extortion. Complaint was also made by the Clarkson shippers that they were being discriminated against in favour of the growers in the vicinity of St. Catharines, from which place, also, the rate was 30 cents to Toronto.



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A broader field of complaint upon this subject matter came from the Ontario Fruit-Growers Association in the form of a series of resolutions passed at a meeting of that Association, which are as follows:—

1. For a general reduction in Express Rates on fruit.
  2. A graded rate based on the size of the shipment.
  3. That pilfering and rough handling of consignments be abated.
  4. That responsibility regarding delay in transit by Companies and a prompt method of settlement of claims within a reasonable time be established.
  5. That proper accommodation both as regards cars and shelter at points of shipment and delivery, be provided;
- and in the form of the following letter:—

“On behalf of the fruit-growers and shippers of the Province of Ontario we beg to lay before your Board the following statement re the transportation of fruit by express companies of Canada. That is to say, we submit,—

“That the express companies at the present time are not fully equipped with suitably ventilated cars for the proper reception and care of the large quantities of fruit offering for transportation. This statement applies more especially to the Canadian Express Company, whose system operates throughout the entire Niagara District.

“That the Company have not sufficient or suitable sheds for the protection of consignments of fruit awaiting arrival of train at many points where fruit is offered in considerable quantities.

“That sufficient care is not taken by employees of the company in the handling of fruit, resulting in great loss and damage which might be largely obviated were proper care exercised in this respect.

“That where loss arises through improper handling or through detention of consignment, it is almost impossible to secure redress from the companies without resort to a suit at law, the policy apparently being by vexatious delays to wear out the efforts of the applicant.

“That in many cases the rates for the carriage of fruit by express are greater than is necessary to provide reasonable profit to the companies, and are higher than the trade should be compelled to pay, resulting in the necessity of seeking for some other method of transportation, which, in turn, causes congestion in the large cities and prevents proper distribution to the fruit-growers throughout the Dominion of Canada.

“We would, therefore, request your honourable Board to direct,—

“That equipment suitable for the purpose and sufficient in number be acquired for the purpose.

“That proper sheds be erected at all important shipping stations throughout the district.

“That the Companies be held liable for the prompt settlement of claims for damages arising in transit, either through improper handling of fruit by employees, or through undue delay of delivery of goods at destination.

“Fourth that such adjustment of rates may be made as will result in placing remuneration for services rendered on a fair and equitable basis.

“With this end in view, we herewith submit a schedule of rates based on mileage which, in our judgment, should be sufficient and reasonably satisfactory to the express companies.

All of which is respectfully submitted.”

Mr. W. H. Bunting, President of the Niagara Fruit-Growers, put the matter as follows:—

“Q. First let me ask you what you have to say with regard to the question of



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“ rates generally, because both of these memoranda speak of rates as being at present  
“ excessive. I want you to deal with that just in your own way, please, and from the  
“ standpoint of fruit-growers. A. Well, I might say your Lordship and gentlemen  
“ that the fruit industry has increased very rapidly during the last two years, owing  
“ to the changed conditions possibly in agriculture in this country, and the fact  
“ possibly that certain sections of Ontario are especially adapted to the production  
“ of fruit. The increase in supply has, of course, resulted in a general lowering of  
“ prices, and at the present time, barring an occasional failure in some special crop  
“ owing to atmospheric or climatic conditions, the general trend of prices for fruit  
“ is very much lower than heretofore.

“ Q. That is the supply being more ample and less spasmodic, more regular and  
“ certain, the ultimate prices to the consumers tend to grow lower? A. Very much  
“ so; until I think, I am safe in saying at the present time that generally speaking  
“ the average return to the shipper for goods sent forward by express would run from  
“ one-half to 25 per cent, of the gross sales. In order to make that clear I think I  
“ could present large sales of fruit where the cost for transportation would equal the  
“ return to the shipper who has produced the fruit, and provided the package and done  
“ all the necessary work leading up to the handing over to the carrying company, and  
“ for that service the shipped would not receive more than 50 per cent of the gross  
“ receipts under normal conditions.

“ Q. You think that conditions are such that when the ultimate price is paid  
“ half of it goes to the transportation companies, the express companies, at existing  
“ rates, leaving the other half for the shipper, who has out of that to pay all the  
“ expenses of putting the goods on the market? A. Yes, in a great many cases that is  
“ so. I would except certain conditions, as I say, where owing to climatic conditions  
“ the crop would be short of certain commodities, and during certain portions of the  
“ season, when the early shipments of any certain commodity are placed in the market,  
“ but the great bulk of the commercial traffic——

“ Q. In other cases the ultimate price being higher? A. Yes.

“ Q. Do you say that apart from that in normal conditions when the crop is  
normal, and after the early season prices are over, that the conditions of things is as  
“ you have stated? A. I think so. Further in support of that statement I might say  
“ that we found the situation so exceedingly irksome that we have been compelled to  
“ resort very largely to the shipment of our goods by other methods of transportation.  
“ largely by the freight service, and we have, during the past few years very materially  
“ at many points increased our shipments in that way. This service is fairly satisfac-  
“ tory to certain places under certain conditions. Q. Where the haul is short? A.  
“ Possibly where the haul is short, or where the capacity of the consuming point is  
“ sufficient to take fruits in large quantities at one time. The natural result of that  
“ system as you can easily understand, will be to a very large extent to congest the  
“ system in centres of population, to the detriment of the outlying points throughout  
“ Canada. The smaller places that cannot take shipments of fruit in large quantity.

“ Q. In other words, the distribution is less perfect? A. Yes. If we attempt to  
“ ship by freight in small quantities, the conditions surrounding that are detrimental  
“ to the proper carrying of the fruit.

“ Q. You mean carrying in large quantities to make that a successful method of  
“ carriage? A. Yes.

“ Q. Then I think you have something to say with regard to an alteration in the  
“ dition with regard to the return of the packages as affecting the rate? A. If my  
“ memory serves me correctly, the present rates of tariff by express were in force at a  
“ time when it was to some extent the practice of express companies to return empty  
“ packages to the shipper free. Under present conditions the fruitgrower does not  
“ expect his empty packages to be returned. We have waived that privilege that we



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“enjoyed heretofore, and at the present time it is not the custom of the express companies to return, as far as I know, empty packages.

“Q. It is not within your knowledge? A. Not within my knowledge in the immediate vicinity at any rate.

“Q. We were told yesterday by some gentlemen from Clarkson that the packages are rather improved in quality and stability than during the last few years previously, and that the tendency is to improve; what do you say about that? A. Our packages are costing us more than they did formally. We are paying a higher price for them, and I have every reason to believe that the basket and box manufacturers are endeavouring to make a better package, and we are certainly doing all we can to secure the very best possible package for the purpose, because the package is not a very large item compared with the value of the commodity that the package contains.

“Q. What do you say—if your observation enables you to say anything—with regard to comparing the strength of the present package with the package of former days? A. I think we are using a better package.

“Q. Do you mean better in the sense of it being more secure and stronger? A. More substantial. Just on that point, some years ago in covering our packages it was the practice to cover them with a loose cloth or line cover which covered the entire package. At the present time, for that covering we are using what is called a patent cover, which contains wood and lino, and the wood added to the lino cover adds to the strength of the package, and the protection of the package from damage very materially, and is a more expensive cover.

“Q. Then, Mr. Bunting, you have something to say with regard to the cars that are made use of by the express companies in the transmission of fruit express matter?

“HON. MR. MABEE: Before you leave that question of the package, do I understand that only two sizes are used? A. Different sizes are used.

“Q. What size of package are used? A. Your Lordship, we are using a variety of packages. We are using what we call a four pound package, two and two-fifth quarts; we also use a six quart package which approximately contains  $8\frac{1}{2}$  lbs. of fruit. We are also using an eleven quart package. These are the larger packages. Then in addition to that there are a number of special packages.

“Q. Those that you have mentioned now are the chief packages in use? A. Yes.

“Q. They are baskets? A. Yes, handle baskets.

“MR. SHEPLEY: Q. These are the baskets with handles? A. Yes, that is the chief package.

“HON. MR. MABEE: Q. Then when these go into the express car the larger baskets do not go into any other case or box or package? A. No.

“Q. All the baskets that have handles on are handled individually? A. Individually.

“Q. The small baskets, which you see raspberries and that sort of fruit in, are they transferred in larger cases? A. They go in a holder case of different sizes; 24 quart, 32 quart, 54 quart, and in some cases 60 quart.

“Q. Is that larger case or box that carries the small ones a stronger built box, or how is it built? A. Yes Sir, it is a stronger built package. It is intended to be strong. The larger the size of course the stronger the package is made; the stronger it is in proportion to the size.

“These are the empties you say that are not now returned? A. Possibly.

“Q. You never get your baskets back; they go right to the consumer's house, don't they? A. I cannot say that we get the baskets back. We received the baskets back where they were in containers of the kind that you speak of.

“MR. SHEPLEY: Q. These boxes in which the small packages are contained are something like crates, are they not? A. Yes, we call them crates.



“Q. You say these are of different sizes? A. Yes.

“Q. And these you believe used to be returned although they are not now? A. Yes.

“Q. And when they were returned, you think that whatever baskets may have been contained in them were also returned? A. Yes, as far as possible.

“Q. These are the empties you say that are not now returned? A. Possibly.

“Q. Then you were going to speak about the cars that are used? A. The question of suitable cars for the transportation of fruit has for years been a mooted question between the transportation companies and the carrier. We have felt it that the car that we require should have suitable facilities in the way of ventilation, and should be a properly constructed car for the purpose. We have not succeeded in getting a car that we considered absolutely satisfactory for that purpose as yet. As far as the freight service is concerned, the refrigerator car, some classes of them, are reasonably satisfactory.

“Q. That is in the freight service? A. In the freight service. With reference to the express companies—I am speaking now personally from my experience with the Canadian Express, because I have had little experience with the Dominion Express Company from the fact that they have no direct connections with the shipping point from which I operate personally—during the past few years their cars have not been satisfactory.

“What sort of cars have they used? A. They have a regular express car that has some slight system of ventilation connected with it, but in the rush of the season these cars seem not to be in evidence, and the express company of late years have been forced to adopt some other class of cars for the purpose of carrying the fruit shipments that have been offered. I have here several photographs of cars that were in use during the past two or three years by the Canadian Express Company for the purpose of transporting perishable fruits.

“Q. Transporting perishable fruits at express rates? A. At express rates.

“Q. You are not speaking now of the freight trains? A. I am speaking of the express rates.

“Q. Take these photographs, there is one here where the cars are quite large; do you say that is the description of cars which were in actual use for fruit sent by express? A. Yes, sir, I do.

“Q. All the cars that are visible in that photograph? A. All the cars that are visible there; you see there is one express car there, and these two cars are attached to the express train.

“Q. The express car is forward in this photograph, and there are three freight cars behind? A. Yes.

“Q. And this photograph just shows two cars both of which are freight cars of the ordinary type? A. Yes.

(Photographs filed as an exhibit).

“Q. Apart from the question of ventilation, what is the objection to the use of cars of that description for the purpose of carrying fruit? A. These are the ordinary box cars of the Grand Trunk, and they are very frequently not in a suitable condition for the reception of fruit.

“Q. When you say they are not in a suitable condition, what have you in mind? A. Well, the commodity that they held previously was perhaps detrimental to them for that purpose.

“Q. You mean they were not clean? A. Not clean.

“Q. And not fitted in that respect for the carriage of fruit? A. I do not know much about the construction of the car, but I should judge that the springs upon these cars were not adapted for the proper carrying of the fruit.

“Q. But first as to cleanliness; do you speak from your own observation as to that? A. I do.



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“Q. And your idea is that this being the cheapest type of car it would not be so well fitted with springs, and, therefore, it would be more likely to shake the fruit in it? A. I should judge so, but the greatest objection to these cars is, of course, the lack of proper ventilation.

“Q. And so far as cleanliness is concerned, I suppose they could be made clean? A. They could.

“COMMISSIONER McLEAN: Is the only method of ventilation in that car through the door A. Yes, they have the door open probably three or four inches.

“MR. SHEPLEY: Q. You had something in this memorandum, I think, upon the subject of accommodation at the various points of shipment; in one of these statements I think it is called a shelter. A. With reference to that point, the companies have during the past two or three years made efforts to improve the situation with reference to accommodation in the nature of shelter, but at the present time there are places in the Niagara Peninsula, and I understand there are points where the goods are transhipped where there is not sufficient shelter to protect the goods awaiting the arrival of trains, either for loading or for making connection.

“Q. Is that a matter of importance? A. It is.

“Q. Under certain conditions of weather, I suppose it becomes very important? A. Yes.

“Q. In hot sun or rain? A. Hot sun or rain.

“HON. MR. MABEE: Q. When does this fruit commence to move; about the 1st of July is it? A. About the 15th of June, your Lordship, strawberries will commence then.

“Q. Then the strawberry season runs from the middle of June until when? A. The middle of July possibly.

“Q. What else moves during that month besides strawberries? A. Cherries would commence then; strawberries and cherries are our first crops. Then follow early tomatoes, early peaches, raspberries, plums, and following on with the various fruits.

“Q. When do vegetables commence to move? A. Early vegetables commence about the first week in July, that is, in any considerable quantities.

“Q. And then until about when? A. From the 15th of October until the first the season is from the middle of June until the first of November. A. Well, the middle of June until the middle of October.

“Q. That would be the apples, and pears, and vegetables; we may say then that the season is from the middle of June until the middle of October.

“MR. SHEPLEY: Q. That is the four months during which the movement is large? A. Yes, during which the movement is free.

“Q. Well then, in connection with the question of accommodation do you say anything about the method by which the fruit is brought to the point of shipment and delivered at the point of destination; Who does that? A. In a great many cases the producer of the fruit brings the commodity to the point of shipment, delivers to the cars at the shipping point. In the case of the large centres such as Toronto, Ottawa, Montreal, where goods are sent by consignment. I think I am correct in saying that the great bulk of the goods is delivered to the receiver at the station at the destination, and is sold by him at that point. In fact, in Toronto, during the past year, the Commission houses have levied an extra charge on the shipper for the delivering of his product.

“MR. McLEAN: Are there some cases in your district where fruit is collected by the express company and brought to the car? A. They do in some cases.

“Q. Are there any special conditions? A. I think they collect within a reasonable radius anything in the city limits of the City of St. Catharines when they are requested to do so.



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Q. If I understand you right that is not done out in the fruit growing sections?

A. Not at all.

MR. SHEPLEY.—Q. That is only in the larger centres you say? A. Yes, I thing, perhaps, delivery obtains in the case of individual shipments in all the smaller towns, I presume it does, but I am not aware of it.

Q. Then what about the care taken in handling the fruit, and what about the damages and delay in the transportation? A. I might say that in connection with fruit industry we have very many problems and very many disappointments in connection with our business. We have a great many things to contend with. But I think perhaps there is nothing that will annoy a shipper of fruit so much as the fact that having taken a great many pains and care to prepare the shipment of fruit in good condition to deliver to the customer, and as soon as it leaves his hands and placed in the hands of the carrying company to find that shipment treated as a football or as so much debris, and tumbled about and handled in a very rough manner. I do not think I have had my patience tried more severely in any way than in witnessing just such cases in connection with the employees of the express company. That is a pretty strong statement, but I wish to emphasize that point. I have called the attention of the officials of the express company to this matter time and again. I do not think it is the intention of the officials that that condition should obtain, but possibly that owing to the fact that like other employees of help they have to depend upon the help they can obtain. It may be they cannot get the class of help that takes the interest in the product they should take, and consequently they do not handle the stuff as it should be handled. One more point, a large portion of that injury occurs in the handling of packages from the wagons or from the platforms into the cars hurriedly. A portion of it occurs through piling the packages unduly high, which very frequently results in a shunt of the cars tumbling the piles over in the cars, which is naturally very detrimental. Those are two of the instances where the rough handling and the damage occur.

MR. COMMISSIONER McLEAN.—Do the shippers assist in putting fruit in the car? A. Very frequently we do, in order to obviate that difficulty.

MR. SHEPLEY.—Q. I was about to ask you whether what you have been speaking of is of trivial importance, or whether it is a substantial grievance? A. It is a substantial grievance, I should judge from the fact that there is not a shipper that does not complain of this very thing. I have in my hands a number of statements of sales of fruits in various localities showing shortages and damage that arise after leaving the hands of the shipper.

Q. Are these instances in your own business? A. These are in my own business, and I have some others that are not in my own business.

Q. Over what length of time does that very considerable bundle extend?—A. The ones I have in my hand extend over three years.

Q. You spoke of shortages, what have you to say about that in addition to the damage caused by careless handling? A. It is quite a frequent occurrence that the shipments will be reported short. It is also of frequent occurrence that the shipments will be reported pilfered or interfered with in transport, packages not arriving with full contents, or baskets arriving entirely empty in some cases.

Q. That is what you mean by shortages? A. Well, occasionally a shipment is misdirected and does not reach the consignee at all.

Q. Then how do you get on when you make claims in respect of goods that have been damaged or delayed, or which have turned out to be short? A. Well, we find it extremely difficult and almost impossible to get a claim recognized. I believe it has been done and can be done by persistence, but in my own experience it has been a difficult matter to get a claim recognized. I have some claims at



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“the present time that have been pending, possibly for two years, and that are not settled yet.

“Q. What is the nature of that claim? A. A claim for shortage on delivery.

“Q. And that, you say, has been pending for two years. A. Yes, and there is a claim for overcharging in one case.

“Q. Now Mr. Bunting, is there anything else you wish to touch upon. I think you have agreed that certain members of a deputation would present their views. Have you presented all that you desire to present in your own case? A. I think, perhaps, I have said all that I think of at the present time. (Evidence, Vol. 76, pp. 890-904).

Mr. E. D. Smith, of Winona, put the case as follows:--

“MR. BUELL: Will you give us your views in the matter, Mr. Smith? A. What I submit is that we should have a revision of rates by express. We have certain reasons for that many of which have been enumerated by Mr. Bunting, but I would wish to submit further than that, that there is only one power and there is a power that has the right, and I consider it the duty to ascertain whether we are being charged too much. The Express Companies say that they are not receiving more than will make them a fair remuneration to the shareholders. We do not know whether that is the case or not, and on behalf of the fruit-growers, I would ask that the Board of Railway Commissioners make a thorough investigation and ascertain whether or not, on the whole, we are being charged a greater rate than we are entitled to pay.

“MR. LAFLEUR: That is being done here.

“HON. MR. MABEE: That is part of this enquiry.

“A. Of course, we are not able to say absolutely and positively whether these rates are too high or not, except from certain incidents in connection with the business. For instance we submit that the growth of the business during the last ten years has been, perhaps, tenfold, and that the rates have not been decreased to any material extent during that time. It is a general principle of business that when the volume increases the cost of the service is decreased. Therefore, we contend that this greatly increased volume of business, which I submit is tenfold, that we should have a considerable reduction in rates; I would point out that not only have the rates not been reduced materially in that time, but in many cases they have been increased.

“MR. BUELL: Will you point out specific instances? Yes, I will give two specific instances of that. Previous to about twelve years ago, speaking from memory, we had a carload rate for distribution in the Maritime Provinces. That was previous to the entering of that filed by the Dominion Express, when the Canadian Express operated in that territory alone, we had an express rate, carload rate, for distribution of 87 1-2 cents per 100 lbs., over the whole of the Maritime Provinces. I am sorry to say that when the Dominion Express entered the field, and we got competition, the rate went up to \$1.25 per 100, and it has remained that way ever since, notwithstanding that the volume of our business has increased in that territory at least fourfold and perhaps a good deal more than that.

“Another instance is this, and this is in regard also to distance shipments. It is to the northwest territories. About 7 or 8 years ago, we commenced to ship in considerable quantities to the northwest territories in carloads for distribution. The rate was at that time \$2.00 per 100, a carload rate of \$2.00 per 100 lbs. for distribution in Manitoba. At that time the trains were hauled around by Smith's Falls. A little later the Dominion Express put on an improved car, a ventilated car, I think the best car in the world; I will say that with regard to the cars of the Dominion Express, which they use for long distance shipments, they are perfect. For the service on these cars we were charged an extra 15 cents per 100, which we did not object to, although we thought the increased volume of business ought to



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“warrant giving us this service free. Later we complained that it was absurd to  
“haul these goods around by Smith’s Falls 400 miles further than necessary, and that  
“they should be taken by North Bay. The Dominion Express Company changed  
“the route, and after that they hauled by North Bay. I think that was the time the  
“rate was raised. Since then we have paid instead of \$2.15—\$2.25 to main line  
“points and \$2.40 to points in Manitoba off the main line for these car lots for dis-  
“tribution. That was a raise of 10 cents on the main line and twenty-five cents on  
“the branch lines. That went on till the present time. I might say in regard to  
“that that the excuse urged was that the Grand Trunk charged them 50 cents a 100,  
“an abnormal rate for hauling their cars from Toronto to North Bay, and that, there-  
“fore, they were not able to handle the goods as cheaply by the short route as they  
“previously had by the long route. Last year the short service on the C.P.R. was  
“inaugurated straight through from Toronto to the North-west; there was no haul-  
“ing on the Grand Trunk, but the rate was not reduced; therefore, we are now pay-  
“ing ten and twenty-five cents per 100 pounds more for four hundred miles shorter  
“distance than we did twelve years ago. That is a specific case.

“Q. Any more specific cases?

“A. I haven’t them in mind. These are two points to which I ship the larger  
“part of what I ship, and that I am largely interested in.

“Q. Another item which you were to speak about was the suggestion of the fruit-  
“growers as to amending the receipt or contract form? A. I would like to speak a  
“word further on this subject; I submit, your honours, that with the increased  
“volume of the business, there is between this fruit growing section and the distant  
“parts of the Dominion, and the great necessity there is in that Northwest of ours  
“to get fruit from Canada as cheaply as possible, that we ought to have the cheapest  
“possible service that the express companies can afford with a profit. We meet in  
“that field the products of California and Oregon and Washington, that are brought  
“in by freight. Their fruit is of such a character that it can be brought in by  
“freight. Their peaches and plums I refer to particularly. Whilst ours have to go  
“by express. In such fruits as we can ship by freight, such as grapes, pears, and  
“apples, we have the market entirely to ourselves. We control that market abso-  
“lutely, and Canada supplies the Northwest with those fruits because we can lay  
“them down at a moderate rate by freight. But with peaches and plums, which we  
“grow in equal abundance, we are unable to lay them down there by freight; we  
“require an express service. California can lay them down by freight because the  
“fruit grown in California is of a different character, it is of a drier texture, the  
“climate being a rainless climate. We ask that the express companies give us such  
“a low service, if possible, that we can compete with the California product in  
“peaches and plums in that market and that will afford a market for thousands of  
“acres of land in the east. We can grow the stuff in unlimited quantities, and  
“there is a market for it in Canada, but the difficulty is we cannot meet the freight  
“rates of California one season with another. In one season when we have an  
“abnormally heavy crop and the price is low, then with the express rates we have we  
“can get a portion of the market. Perhaps the next year the crop is not so good and  
“the prices are not so abnormally low, we lose the market we had the year before.  
“It is spasmodic. So that we would like to have the rates so that we can hold the  
“market year after year as we do with those fruits we ship by freight.

“Q. Then will you take up the receipt form? A. One of the greatest difficulties  
“outside the rates, one of the greatest obstacles and which I consider is not right, is  
“that the express companies maintain that they are not responsible for loss on  
“goods that arises from detention of trains. In the contract which we are obliged  
“to sign, and which relieves the express companies entirely, there is a clause reading  
“this way,—‘railroad and steamboat lines of the country’. ‘It being understood  
“that this company relies upon the various railroad and steamboat lines of the coun-



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“try for its means of forwarding property delivered to to be forwarded, it is agreed  
 “that it shall not be liable for any damage to said property caused by the detention  
 “of any train of cars, or of any steamboat upon which said property shall be placed  
 “for transportation; nor by the neglect or refusal of any railroad company or steam-  
 “boat to receive and forward the said property’. We submit that that is not fair;  
 “that the express companies can fall back upon the railway companies’ neglect—  
 “possibly neglect—at any rate inability to transport the goods on schedule time. We  
 “have very heavy losses that way and are unable to collect any claims in regard to  
 “that. I may say in regard to claims against the Dominion Express Company, that  
 “where they admit liability, that is to say where the clauses in this contract which I  
 “have read do not protect them, I have found them willing to pay claims, although  
 “I cannot say the same with regard to the Canadian Express Company, I am sorry  
 “to say we have found it impossible usually to get claims paid.

“But this is a clause the railway companies rely upon chiefly in regard to our  
 “largest losses. Take Sherbrooke and the Eastern Townships; there the connections  
 “at Montreal is pretty close, and we have lost that trade entirely. The Sherbrooke  
 “trade is practically abandoned. The train misses the connection once in three or  
 “four times, and the loss is so heavy that the merchants will cease to order, unless we  
 “assume the loss, and we cannot afford to lose it, so the trade is stopped. We think  
 “when we pay an express rate for an express service, that we ought to have it, and  
 “that failing that that we ought to be paid damages. At Montreal the time is pretty  
 “close. I have understood it is only half an hour, and when the train is late there  
 “is no other train going on to move the goods out until evening, and sometimes that  
 “is Saturday evening, and consequently the goods lay at Montreal until Monday, and  
 “it means a loss of twenty-four hours.

“Q. And you are absolutely unable to recover any damages for that? A. Yes,  
 “and they point out this clause in the receipt, and we submit that that should be  
 “amended to read something like this: ‘It is agreed that they shall be liable’ instead  
 “of ‘they shall not be liable.’

“Q. I think there is something further in that suggested amendment, Mr.  
 “Smith, as to remitting charges? A. Yes, we submit also where the detention and  
 “delay is caused by reason beyond control of the railway company, that the express  
 “companies shall remit the express charges on those goods. They have failed to  
 “carry the goods; they have failed to do an express service, and they have taken the  
 “goods and charged an express rate service having failed to perform that express  
 “service, no matter from what cause, we contend we should not pay the express char-  
 “ges on it, even though it is beyond the control of the railway company or the express  
 “company. I have a clause I would suggest in the place of that, but that is a point—

“Q. Would you like to put that in and file it? A. Yes. Then there is another  
 “clause in the Dominion Express Company’s contract which we would like to make  
 “an amendment to, making the Canadian Pacific Railway Company the owners of the  
 “goods, liable for the full performance of the contract. In the Canadian Express  
 “Company the Grand Trunk is made liable for the full performance of the express  
 “contract.

“MR. CHRYSLER: I do not see that it makes any difference to anybody if  
 “the express company is able to pay its claim.

“WITNESS: But they fall back on the argument that the railway com-  
 “panies have been the cause of the damages, and that as they have been the cause of  
 “the damage, we must look to them.

“MR. CHRYSLER: Is that not right? A. We make our contract with the ex-  
 “press company. We deal with them and we think they should be responsible. Then  
 “there is a clause in the Dominion Express Company’s contract like this: ‘The  
 “Dominion Express Company assumes no liability for losses or delays beyond their  
 “lines.’ And they provide that delivery shall be made to their company only within



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“the delivery limit, and prepayment shall only cover places within the delivery limit. We think that clause should be struck out. There is a clause in the Canadian Express Company's contract which reads like this: ‘Nor shall this company be liable for damages caused by the refusal or neglect,’ and so on—That is the same as I referred to before—and we would like to see that struck out of the Canadian Express Company's contract.

“Mr. BUELL: Q. These are two suggested amendments, one to the Dominion Express Company's contract and the other to the Canadian Express Company's contract? A. Yes.

“Q. That is all you have to say about the form of contract, is it? A. Yes.

“Q. That covers the lines that you have discussed? A. Yes, I think that is all.” (Evidence, Vol. 76, pp. 917-927).

Many other witnesses were heard on the various phases of this fruit traffic; but apart from the question of rates, the foregoing develop generally the grounds of complaint.

The officers of the Companies gave evidence in answer to many, if not all, of the complaints advanced.

Now, everyone must know that the safe and quick transport of fruits is surrounded with difficulties; and, in the course of every season, there will necessarily be many little matters arising that cannot help but friction; and, while upon the whole it is apparent that the express companies are yearly improving their service, yet one cannot help concluding that there are many things connected with this traffic that yet remain to be remedied, in the interest of all concerned.

Dealing with the last of the above complaints regarding proper cars and shelters it may as well at once be made plain that, as the Railway Act now stands, the Board has no jurisdiction to compel express companies to use any particular class or kind of car or to provide shelters at points of shipment or destination.

The group of clauses applicable to express companies is 348 to 354 inclusive, and these deal only with tariffs, tolls and contracts. It is true that the Board is empowered to prescribe the ‘*terms and conditions*’ under which goods may be ‘*carried*’ or ‘*transported*’ by express, but we do not think the use of the word ‘*conditions*’ would give the Board authority, for instance, to say that a certain kind of fruit should be carried only in refrigerator cars. It must be remembered that as the Railway Act was originally drawn it was not intended to apply to Express Companies, and that there are many clauses in it that have not been made to apply; but, although the Board cannot compel the Express Companies, as such, to furnish these facilities, we think it can compel the Railway Companies to make and provide all reasonable and proper facilities for receiving and transporting express traffic. For instance, if it appeared that a Railway Company was, through the medium of an express company, operating over its lines receiving fruit for shipment at any given point at which no shelter of any kind existed for the protection of the fruit from sun or rain, the Board could require the Railway Company to furnish a shelter; in like manner, it could require the Railway Companies to furnish any particular class or kind of car for the carriage of any particular class or kind of traffic, and if they had no such cars they could be required to furnish them. This view is based upon clause, section 284 of the Railway Act, which requires Railway Companies to furnish, according to their powers, adequate and suitable accommodation for receiving, loading, carrying, unloading and delivering *all* traffic offered to it for carriage. This covers the class of traffic that properly calls for an express service, as well as passenger and freight traffic. In the case of ‘*The Memphis and Little Rock Railway Company vs. the Southern Express Company.*’ 117 U.S., S.C.R. 791, the head note is as follows:—

“Although railway companies are not common carriers of express traffic, it seems that it is *their duty to furnish the general public with reasonable express facilities.*”

In the judgement of the then Chief Justice of the United States, who delivered the majority judgment, the following expression of opinion is found:—



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"So long as the public are served to their reasonable satisfaction, it is a matter of no importance who serves them. The Railroad Company performs its whole duty to the public at large and to each individual, when it affords the public all reasonable express accommodations. If this is done, the Railroad Company owes no duty to the public as to the particular agencies it shall select." (The Memphis & Little Rock R. R. Co. vs. Southern Express Co. 117 U.S. S.C.R., 801).

No applications have ever been made to the Board to require Railway Companies in Canada to furnish either an express service or any facilities connected with such a service. All applications have been made against the Express Companies. It is apparent that as the Act now stands, orders for improved facilities for hauling the express traffic can be made only against the Railway Company. By improved facilities is meant car service, shelters and the like, and if express companies do not provide for these matters with the Railway Companies over whose lines they operate and remove all proper cause of complaint, then it will be the duty of the Board to deal directly with the railway companies as to these matters, and complaints from the public must be made against them.

A good deal of evidence as given that in some instances fruit was roughly handled by express employees, and in some cases the baskets had been tampered with and fruit removed. The companies answered that the baskets were badly constructed and broke in handling, and that they were subjected to no rough treatment. How all this may really be it is impossible to say, but the impression left was that the fruit shippers had some grounds of complaint upon these heads, but the difficulty is how can we deal with these matters. It is asked that "pilfering and rough handling should be abated." What good would it do for the Board to make an Order that no express employee should pilfer or that he should not handle consignments roughly? If such an employee wished to pilfer, an Order of the Board would probably only whet his appetite. Nor could an Order make a rough and careless man, a careful one. If consignments are stolen, in whole or in part, by express employees, or damaged by this careless or negligent handling, the law gives the shipper his redress against the Companies in his action for damages, and nothing this Board could do in this matter could place him in any better position. It would seem that the real reason of this complaint being put forward is to be found in the request that some system regarding prompt settlement of claims within a reasonable time should be established. As a rule, the claims that the shippers have for injury or loss arising from their shipments being delayed in transit, or from rough handling, or from fruits having been taken from the basket, are small in amount, usually but a few dollars. They report the fact and make claim for compensation. This is followed too frequently by a long and irritating correspondence causing more trouble than usually the claim is worth. It is this that it is desired to avoid where the claim is bona fide. There is no doubt, whatever, that there is far too great delay in arranging damage claims, not only by express companies but also by railway companies; and it is difficult to understand why these Companies do not eliminate this element of friction between themselves and their patrons. But what can this Board do? Nothing will be gained by making useless orders. If an Order were made that a claim should either be adjusted or repudiated within, say, thirty days, from the time it was brought to the attention of the Company, the shipper would be no better off if the claim was not paid within the period; he would still have to sue and establish his right to recover, and the fact of the Company having neither paid nor repudiated within thirty days would not assist him, if he could not otherwise establish his claim. It is not every grievance the Board can deal with; and there is no attempting the impossible. We shall not be misunderstood as suggesting that the fault all lies with the Companies. We do not think it does. There are dishonest shippers, as well as untrustworthy Express and Railway employees. The Companies have many absurd and



dishonest claims made upon them, and are entitled to all reasonable latitude in dealing with them. The fact remains, however, that in many instances there is unreasonable delay in investigating and arranging reasonable claims. It is, however, sufficient to say that the Board has no alternative but to leave the shippers to their ordinary remedies in the Courts, failing arrangements of these claims with the Companies interested. It will probably be found that the new form of shipping contract that the Board has prepared will remedy many of the matters that have given rise to troubles of this character in the past. In any event, the shipper who is compelled to resort to the Courts will not be hampered by many of the undeseasonable conditions that hedged him under the old contract.

*Fruit, Carload Lots.*

The excessive charge referred on fruit moving from Clarkson to Toronto arises from the fact of the Companies having no carload rating on fruit between these points. The "general special" of thirty cents per 100 lbs. is applied. There are carload rates from Ontario to the Northwest and to the Maritime Provinces; and the Board is of opinion that the Companies should provide carload rates between all points where fruit and vegetables move, or are likely to move. The question then arises what these rates should be. There should be a substantial reduction below the "general special" schedule as applied to carload lots. The matter was not discussed before the Board, and perhaps the better plan at present is to ask the Companies to submit tariffs, covering this traffic, for the Board's approval, giving them a reasonable time for fully considering the various questions that arise from this requirement.

The Ontario fruit-growers complained about the carload rate from Ontario points to Winnipeg, among other things alleging that they were discriminated against in favour of the fruit-growers from British Columbia and Pacific State points.

At the time of the hearing, the carload rate from Spokane and Newport, Washington, from Bonners Ferry and other Idaho points by joint tariff was \$2.00 per hundred pounds. The tariff of the Dominion Express Company provided a \$2.00 rate from Vancouver and other British Columbia main line points to Winnipeg. The Western Express Company gave the same rate from certain Idaho and Washington points to Winnipeg.

The following from the evidence of Mr. E. D. Smith, is in point:—

"About seven or eight years ago we commenced to ship in considerable quantities to the North-west Territories in carloads for distribution. The rate was at that time \$2.000 per hundred, a carload rate of \$2.00 per hundred pounds for distribution in Manitoba. At that time the trains were hauled around by Smith's Falls. A little later the Dominion Express Company put on an improved car, a ventilated car, I think the best car in the world; I will say that with regard to the cars of the Dominion Express Company which they use for long distance shipments, they are perfect. For the service on these cars we were charged an extra 15 cents per hundred, which we did not object to, although we thought the increased volume of business ought to warrant giving us this service free. Later we complained that it was absurd to haul these goods around by Smith's Falls, 400 miles further than was necessary, and that they should be taken by North Bay. The Dominion Express changed the route and after that they hauled them by North Bay. I think that was the time the rate was raised. Since then we have paid, instead of 2.15—\$2.25 to main line points and \$2.40 to points in Manitoba off the main line, for these car lots for distribution. That was a raise of 10 cents on the main line and 25 cents on the branch lines. That went on till the present time. I might say in regard to that that the excuse urged was that the Grand Trunk charged them 50 cents a hundred, an abnormal rate for hauling these cars



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“from Toronto to North Bay and that, therefore, they were not able to handle  
“the goods as cheaply by the short route as they previously had by the long  
“route. Last year the short service on the C.P.R. was inaugurated straight  
“through from Toronto to the North-west; there was no hauling on the Grand  
“Trunk, but the rate was not reduced. Therefore, we are now paying 10 and  
“25 cents per hundred pounds more for 400 miles shorter distance than we did  
“12 years ago. That is a specific case.” (Evidnece, Vol. 76, pp. 919-920.)

The Dominion Express Company's tariff provides for a \$2.25 per 100 lb. rate from Toronto, Hamilton, Grimsby, Winona, Beamsville, and Stony Creek, the rate from St. Catharines being \$2.25, this being made up of the \$2.25 rate, plus the 30 cent local from St. Catharines of the Canadian Express Company to probably Hamilton or Beamsville. This rate, however, is 10 cents higher than it should be, as the American Express Company has a rate from Welland to Hamilton, when destined to points beyond, of 20 cents, which added to the \$2.25 would give a \$2.45 rate, the Dominion Express Company operating over the Electric line from St. Catharines to Welland.

So far as the distance is concerned, the British Columbia points are two or three hundred miles farther from Winnipeg than is Toronto or Hamilton, to say nothing of the haul over the Mountains, and yet the rate is lower. The Canadian Express Company files no tariffs on fruit from Niagara points to Winnipeg.

The Dominion Express Company still provides a carload rate of \$2.00 from British Columbia main line points, to Winnipeg; and this Company was also a party to the same rate from certain shipping points in the States of Washington and Idaho; but, so far as the Dominion Express Company is concerned, the discrimination in favour of the American shipper has been removed since the hearing, by the voluntary withdrawal of the joint international rate. It is still in existence from points served by the Northern Express Company, operating on the Northern Pacific Railway, in connection with the Canadian Northern Express Company, through Pembina, North Dakota, but the latter Company is not in a position to handle traffic from Ontario points to Winnipeg.

While the Ontario fruit-growers complained of a discrimination in favour of the British Columbia fruit-growers, the fruit dealers in Winnipeg complained of the carload minimum of 20,000 lbs. on berries from British Columbia points. From some of the shipping points south of the international boundary the minimum was 15,000 lbs., from others 20,000 lbs.; and the latter was the minimum from Hood River, Oregon, specially referred to by Mr. Decamp as one of his shipping centres. The lower minimum has since been taken out by the various companies, except the foreign Northern Express Company, operating from Northern Pacific Railway points in connection with the Canadian Northern Express Company through the Pembina gateway, but neither of these operates in British Columbia.

It was admitted that ten tons of strawberries could unquestionably be loaded to the car, but it was contended that while the harder or drier nature of the southern berry rendered this minimum commercially feasible, the softer British Columbia berry, owing to insufficient ventilation, could not be delivered in distant markets in good condition if stowed up to ten tons. This appears, however, to be purely a trade condition, and the two companies operating in British Columbia having removed the discrimination, it would seem to be unfair to require them to equalize conditions for which they are not responsible, and to handle what is practically a carload of berries, in a car which cannot be filled to its capacity with other goods, for a less amount than is lawfully, and without complaint, charged on other fruit. To reduce the minimum carload weight of berries, while advancing the rate so as to yield the same minimum revenue per carload as on other fruit, would not be of any practical benefit to the complainants.



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We, therefore, conclude upon the foregoing points that the Dominion Express Company must reduce its carload rate on fruit from Ontario shipping points to Winnipeg to \$2.00 per 100 lbs.; and if it can give, as it does, a blanket rate from all mainland shipping points of British Columbia, it should do the same for Ontario growers.

The complaint of the Norfolk fruit-growers of discrimination in favour of St. Catharines would seem to have been remedied by the Canadian Express Traffic C. R. C. No. 1289, effective August 20th, 1910. If, however, any further ground of complaint exists against this tariff it will be considered, if desired.

## MARITIME PROVINCE RATES.

The charge of \$1.25 C. L. from Winona to Maritime Provinces was complained of, and the statement was made by Mr. T. H. P. Carpetner, under date of April 19th, 1910, as follows:—

“I hereby certify that prior to the year 1897, the rate on all shipments made by C. R. Carpenter & Son, via Canadian Express, from Winona, Ont., to the Maritime Provinces, in carload lots, was 85 cents per hundred pounds, or \$170 per car. This rate applied on carloads of ten tons minimum, to any number of consignees and points in the Eastern Provinces, on the Intercolonial Railroad.

“When the Dominion Express Company acquired running powers over the H. G. & B., in 1897, the rate was raised to \$1.25 per hundred lbs., or \$250 per car. Further, the excuse given by the Express Companies for the increase in the tariff from 65 cents to \$1.25 was that the Companies were under the same expense and were dividing the business and had to raise the rate in order to succeed.”

Mr. Smith thought the rate was 87½.

The Canadian Express Company is and has been unable to find any record of any such rate as that claimed to have been in existence. Of course, no tariff filed with the Board shows any such rate, as tariffs were not filed here until 1907. So far as mileage is concerned, it is 874 miles from Winona to St. John and 1,267 miles from Winona to Winnipeg. Both of these are Dominion Express Company's mileage. By Canadian Express Company's mileage it is 1,125 miles from Winona to St. John. We have just reduced the C. L. to Winnipeg from Hamilton points to \$2.00 per 100 lbs., and it would hardly be consistent to reduce to 85 cents the rate to Maritime Province points in the face of the foregoing distances. We have no doubt that Messrs. Carpenter and Smith are right in their recollection of the facts, and we think that such a rate was in effect, but we are of the opinion that it could hardly have provided for an efficient express service.

Mr. Hardwell reports upon this matter as follows.—

“(a) Maritime Provinces. Mr. E. D. Smith, of Winona, said the Canadian Express some twelve years ago had a rate of 87½ cents from the Niagara District to all I.C.R. points, but when the Dominion Express entered the field the rate was raised to \$1.25. We cannot verify this from our files which started in March, 1907. Our express clerk, Mr. Allan, says he believes that at that time the Canadian Express handled this traffic on fast freight trains. The published and filed rates are, L. C. L., \$1.75 to \$2.25 per 100 lbs., the highest rate being, of course, for the Sydney line. On carloads from one shipper to various consignees at different places, there is a blanket rate of \$1.25, minimum 20,000 lbs., from the Niagara District to all offices in the Maritime Provinces. Take, as an illustration, Winona to St. John, the *freight* rates on fruit in baskets are:—



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Lots under under 10,000 lbs. . . . .	.68 cents.
10,000 lbs and over, L.C.L... . . . .	.60 “
C. L., minimum 20,000 lbs... . . . .	.43 “

“It should be mentioned that these are commodity rates ordered by the Board (case 44), the rates under the Classification being, 68, 68, and 51, respectively; also that a carload, freight service, means the minimum C. L. weight (in this case 20,000 lbs.) from one shipper to one consignee on one day, whereas the express rate covers shipments to various consignees at various points. Taking the 3rd class on carload rate of 51 cents,—which, by the way, is not a ‘standard’—2½ times would give a rate of \$1.27.”

We are of opinion that, under the circumstances, we should not require the granting of this rate.

## VALUATION CHARGES.

The rule of the old Classification upon this subject was as follows:—

“10. (a) Valuation charges on merchandise.

“When the value of any merchandise shipment (C.O.D. or otherwise) exceeds \$50.00, the following additional charge must be made on value; (charge for value whether insured or not.

“(b) When merchandise rate is \$1.00 or less per 100 lbs., 5 cents for each \$100 value, or fraction thereof.

“(c) When merchandise rate exceeds \$1.00 and not more than \$3.00 per 100 lbs., 10 cents for each \$100 value, or fraction thereof.

“(d) When merchandise rate exceeds \$3.00 and not more than \$8.00 per 100 lbs., 15 cents for each \$100 value, or fraction thereof.

“(e) When merchandise rate exceeds \$8.00 per 100 lbs., 20 cents for each \$100 value, or fraction thereof.

“(f) The charges for value, as shown above, must in all cases be based on the regular merchandise rates, and not on the special rates which they have been authorized for particular shipments.

“(g) These charges must not be applied to shipments of Money (except minor or base coin), Bonds, Live Animals, Live Birds or Live Stock, been intended to apply only to packages or shipments of merchandise, jewelry, valuable papers, postage stamps, and Internal Revenue stamps.

“(h) When the weights of separate packages, from one consignor to one consignee, are aggregated under Rule 7, the value of each of such separate packages must also be aggregated, and if the gross valuation exceeds \$50.00 an additional charge for valuation must be made.

“(i) Valuation charges on Live Animals, Live Birds, or Live Stock.

“The Classification Rates on Live Animals, Live Birds or Live Stock apply only when the declared value does not exceed the following:—

“Horses, Jacks or Mules . . . . . \$75.00 each.

“Bulls, Burros, Calves, Colts, Cows, Deer, Dogs, Elks, Goats, Hogs, Ponies, Sheep, Steers, or Animals not otherwise specified . . . . . 50.00 each.

“Birds, Cats, Ferrets, Guinea Pigs, Hares, Mice, Opossums, Prairie Dogs, Rabbits, Squirrels, Fancy Pigeons, or Fancy Fowls, or other Live Fowls (except for market), or Reptiles . . . . . 5.00 each.

“When the value declared by the shipper exceeds that given above, an additional charge must be made on the excess value according to the following:—



“ When the Merchandise Rate is not over \$1.00 per 100 lbs., the additional charge will be 5 per cent of the excess valuation.

“ When the Merchandise Rate is over \$1.00 and not over \$2.00 per 100 lbs., the additional charge will be 7 per cent of the excess valuation.

“ When the Merchandise Rate is over \$2.00 and not over \$3.00 per 100 lbs., the additional charge will be 10 per cent of the excess valuation.

“ When the Merchandise Rate is over \$3.00 and not over \$5.00 per 100 lbs., the additional charge will be 12 per cent of the excess valuation.

“ When the Merchandise Rate is over \$5.00 per 100 lbs., the additional charge will be 15 per cent of the excess valuation.

“ (j) The charges for valuation hereinbefore given must be made on the through rate, whether carried by one or more Companies, and in the latter case are to be divided between the Companies carrying on the same basis as the through charge for transportation is divided.”

“ Valuation Charges ” is said to mean an extra charge made by the Company, where excess value is declared. Many objections were raised to this practice and these were based upon various grounds. That of the Toronto Board of Trade raises one of the objections plainly and fairly:—

“ Rule (10)—

“ A Limitation of value to \$50 per shipment as fixing the liability of Companies where actual value is not declared, is made without regard to the weight of shipment or the amount of freight paid, and is manifestly unfair.

“ EXAMPLE No. 1.

“ FOR	10 lbs. to Montreal	value \$ 50	the charge is	45 cts.
“ ”	100	” \$ 50	”	\$1.00
“ ”	400	” \$200	”	\$4.00
				“ Plus Val. Chge.

“ EXAMPLE No. 2.

“ For	10 lbs. to Winnipeg	value \$ 50	the charge is	\$ 1.10
“ ”	100	” \$ 50	”	\$ 5.00
“ ”	400	” \$200	”	\$20.00
				“ Plus Val. Chge.

“ EXAMPLE No. 3.

“ For	10 lbs. to Vancouver	value \$ 50	the charge is	\$ 1.50
“ ”	100	” \$ 50	”	\$13.00
“ ”	400	” \$200	”	\$52.00
				“ Plus Val. Chge.

“ It will be noticed that in the 400 lb. shipment no credit is allowed shipper for value, but he is charged upon the gross amount. Why should he not be entitled to four times the value of a 100 lb. shipment without penalty ?”

If a shipper forwards to Vancouver from Toronto 4 separate packages, each weighing 100 lbs. and each being worth \$50.00, the Company carries \$200.00 worth of goods weighing 400 lbs. for a toll of \$52.00 ; but if he packs this \$200.00 worth of goods weighing 100 lbs. in one package, he is compelled to value the shipment at \$50.00 and run the risk himself of loss of the other \$150.00, or pay to the Company valuation or insurance charges upon the extra value of \$150.00. This certainly seems anomalous, but clause 3 of the Merchandise Receipt permits the limitation of \$50.00 for single shipments, unless excess value is declared and paid for. This clause was given the most careful consideration and was settled in its present form to the satisfaction of all concerned, including the Counsel representing the public, and were we now to accede to the argument that these four parcels could be consolidated or



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packed in one, and the shipper given "four times the value of" a 100 lb. shipment without penalty," we would be striking at the root of the principle that lies in clause 2 of the Receipt, and making it inapplicable to shipments of the character now being dealt with. We do not know of the volume of traffic that might be affected by the change asked for, or whether the case is one of frequent or infrequent occurrence. Of course, it is open to the shipper, if he desires to avoid the excess valuation and still preserve his rights against the Company for the full \$200,000 value, to break his shipment into four packages, and we think, in the meantime, we had better leave him to take that course should he so desire, rather than, by acceding to the request, virtually strike out clause 3 of the Receipt. It is manifestly impossible to frame any form of contract or lay down any code of rules for carriage that will always apply with unvarying fairness to all the never-ending varieties of shipments by express; and all that can be hoped is to produce a situation that will generally apply fairly to the movement of this traffic. If, however, in the future, it can be shown that injustice is done by this disposition of the matter, it will be open to anyone affected to have it reconsidered.

This matter presents another strange feature. It was said by the Express Companies that these "Valuation Charges" were made to enable the Companies to insure themselves against loss to the extent of the excess value so declared by the shipper, and this gave rise to complaints by the shippers that the "Valuation Charges" were much higher than were necessary to pay premiums for insurance against loss upon account of this extra liability. This led to an inquiry as to how the accounts of the Express Companies stood under this head, that is, whether more moneys were collected for "Valuation Charges" than went to pay insurance. It appeared, however, that the Companies had kept no account of these matters, and could furnish no information and would venture no opinion about them.

It was said, however, that the Companies did not insist upon the "Valuation Charge." In other words, that the shipper might omit to make any declaration as to excess value, letting his shipment go at say a \$50.00 valuation, and effecting his insurance against loss with some Insurance Company.

It was put this way by the General Manager of the Dominion Express Company:—

"I would like to say in the first place that it is optional with him to have us insure, to assume his own risk, or to place it with an outside insurance company. There is no obligation on his part to pay us for insurance.

"Q. Suppose he ships a package worth \$1,000, would you explain how he has that option? A. He can place his value at \$50, and that is already provided for in the rate per hundred lbs., and we will provide the fifty dollars insurance at that rate, and he can place \$950 of his insurance elsewhere if he can do it to better advantage than he can with us, or he can assume it himself.

"Q. He can either insure himself, or pay a premium for insurance. Now, is that done? A. It is done with some shippers. Some shippers have blanket policies of insurance. They either declare the value to us at fifty dollars, or they do not declare the value at all, but in either case there is an insurance for fifty dollars provided by the express company, and the balance of the risk can be placed with an insurance company under a blanket policy. Some of the shippers can do that, and do that as I said." (Evidence, Vol. 75, p. 397).

So far as we have been able to understand the facts these "Valuation Charges" are not "insurance" purposes at all. We do not understand that Express Companies place any extra or additional insurance upon a shipment upon which excess value is declared. Their insurance against fire is not increased; and so the "valuation charge" is really an extra toll for transportation demanded by the carrier upon account of the increased responsibility it assumes. There is nothing unfair in the carrier asking to be paid more for carrying a 10 lb. package one hundred miles, which is worth \$1,000.00.



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than would be asked for the same package worth but \$20.00. Its liability is greater; in the event of loss, it would stand to lose \$1,000.00 instead of \$20.00. No records having been kept by the Companies of their receipts upon account of "Valuation Charges," and there being no way of ascertaining the losses arising from the traffic that carried these charges, there is no way of ascertaining whether the scale of such charges in Rule 14 of the Classification submitted is reasonable or not. It is probable that a very small fraction of express traffic falls under this head, and in the meantime the scale may stand, the rule being amended in the new Classification we are approving, upon the understanding, however, that it may be the subject of revision at any time.

Another feature of this matter presents itself. It is said the shipper may effect insurance against loss with some insurance company, valuing his shipment to the Express Company at \$50.00. Now suppose the shipper brings to an officer of the Company a package of the value of \$1,000.00, saying that he has effected \$950.00 insurance with some insurance Company, and wishing the package to go to its destination upon the basis of the Express Company being liable for \$50.00 only. To do this the Company requires the shipper to declare the value of the shipment to be but \$50.00. This is not fair to the shipper and might complicate a claim made by him against the Insurance Company upon his \$950.00 policy in the event of loss. We were told that in this instance if the shipper valued at \$1,000.00, the Company would assess these "Valuation Charges" against him, notwithstanding his outside insurance. This is wrong and the Company must permit the true valuation to be made, limiting, of course, if that be the desire of the shipper, its liability to \$50.00, and in such a case it might be inserted in the receipt that the shipper held insurance elsewhere for the excess value.

The foregoing will dispose of the specific complaint of Robinson & Company, of Winnipeg, regarding valuation charges upon fur shipments.

### CLASSIFICATION.

It was suggested that perhaps the system of classification that is in use for Railway freight shipments might be extended or modified to suit express traffic, but after full consideration, we are of the opinion this is not feasible. No such classification could be applied to express traffic passing to and fro between the United States and Canada, and this is a large and ever increasing volume of business. Again, express matter, in cities, is collected in large quantities, just as trains are departing, when there is no time to handle it under a classification similar to that for freight. It seems these two objections alone make the suggestion impossible, even if there were not many other difficulties in the way.

Express Classification C.R.C. No. 1, filed by the Company, and effective January 1st, 1909, and which was subsequently disallowed, is now before the Board for approval, and has been most fully and carefully considered. ,

### RULE 6.—GRADUATED CHARGES.

Complaints came from everywhere about the unreasonableness of the scale of Graduated Charges on express freight traffic, and it certainly has some unfair features. This scale applies to express matter weighing less than 100 lbs., when the rate is under \$2.00 per 100 lbs., and to matter weighing less than 50 lbs. when the rate is \$2.00 or more per 100 lbs., and as the weight of the average express package is under 50 lbs., this scale applies to an immense volume of traffic. One of the principal vices of the scale is that there are too few volumes in it, and the benefit of this to the Companies appears when (c) of Rule 6 is read; in part it is as follows:—



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"When the rate between any two points is not given in the table of graduated charges, the *next higher* rate will be used for making price, etc."

Now it is no fairer that the "*next higher*" rate should be used in such cases than the "*next lower*," and if the Board required the carriers to use the "*next lower*," it would not be considered by them to be doing the reasonable thing. These tables can be arranged by extension of columns, so that "the rate between any two points" will appear with much greater frequency than at present, and then neither the "*next higher*" nor "*next lower*" rate need be resorted to. It was objected by the Companies that a large number of columns would clog the work of operation, lose time, and cause delay. The proposed scale has 29 columns. The scale in use in the United States, applicable to international traffic, has already double, viz.,—54 columns. The result of this is that upon purely domestic traffic the "*next higher*" rate is given to the shipment to a far greater extent than is applicable to shipments passing between the United States and Canada, and to domestic traffic in the United States. Why should this be permitted? It was not suggested that there was any difficulty other than the above in working the 54 column sheet, and Mr. Hardwell, the Board's Chief Traffic Officer, is of the opinion that there should be a tariff of graduated charges, reasonably scaled, for packages weighing less than 100 lbs. under each and every rate of the local merchandise tariff, even though the United States and international scale falls some thirty columns short of the complete schedule, and we entirely agree with his view upon this. Express tolls certainly have never been too low, and it does not seem necessary to resort to a system of "graduate" charges that results in the shipper paying a higher toll than is applicable to his particular shipment. The "graduates" themselves are by no means perfect, and in many cases are not reasonably proportioned, and so we conclude that the Companies must extend the freight tariff of graduated charges so as to provide reasonably proportioned "graduates" for all 100 lb. "merchandise" rates published in the Companies' local tariffs.

## RETURNED EMPTIES.

This question was seriously pressed by many shippers who had for years had the empty crate, basket, or the like, returned free, while the proposal of the Companies was to make a charge for that service. If in the making of the original rate the return service was considered as an element, and included, then, of course, the shipper would be entitled to have the empty returned without further charge. This, in fact, would not be a free movement. It would partake more of the nature of a prepayment for the return, included in the outward toll. In the absence of any return being included in the charge, we are unable to see upon what principle the shipper can expect his empty returned free of charge. That it has been the custom is no answer. It has applied to some empties and not to others. It is an expense upon the Companies that they are not entitled to bear without recompense. It was said by the Companies that they found some shippers were returning empties free by express that had gone out to them by freight; this, of course, being done to avoid paying the freight charge back upon the empties. On the other hand, the shippers told us that when they sent the empties back to the Express Office or station, to have them returned free of charge, they sometimes found that, instead of being carried by express, they were shipped back as freight, and freight charges billed against them. To what extent these practices, or mistakes, whichever they may be, prevail, was not shown. As matters now stand, some empties are returned free and others carry tolls of five cents; others 15 cents, and some at one-half "merchandise." These variations are probably discriminatory and should be discontinued. It is suggested by Mr. Hardwell, our Chief Traffic Officer,—“That all empties returned by the Company that carried the full packages should be carried at actual weight, at one-half the rate per



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“ hundred pounds charged when full, with a minimum charge of five cents per package, this rate to include collection and delivery where cartage is performed.”

We had many complaints about empty boxes, crates, baskets, &c., being lost. In Vancouver it was said that empty milk and cream cans were continually being lost or going astray on the return trip. The Companies gave no receipts for these returned articles, nor were they way-billed. A charge of the kind suggested would entitle the shippers to a receipt, and the traffic would be way-billed, and so would be traced if it went astray. We are so impressed with the lack of business system in the practice of returning this traffic free, or at varying discriminatory tolls, and without any record, that in the interest of the public, as well as that of the Companies, it would seem that same charge should be permitted upon this class of traffic, and we think the scale recommended by Mr. Hardwell reasonable, and it may be adopted. Empties outstanding may be returned free for a period of four months after new classification goes into effect, provided each shipper entitled to such return files with the Express Companies a verified statement of outstanding empties, stating in whose hands and at what points the same are within thirty days after effective date of classification.

The whole classification has been gone over carefully, line by line, and in its present form will, we trust, be found much fairer for all concerned. It is not needful here to give reasons for all the changes that have been made. The consideration of the various subjects necessarily took the form of a discussion, clause by clause, of the whole classification and all the various commodities covered by it, between the traffic experts for the Companies, their Counsel, the Counsel representing the government, the traffic experts representing the shippers, and the Board, and anyone interested in ascertaining the reasons given, or rulings made from time to time is referred to the record of the proceedings. In some instances there are increases made necessary by reason of the endeavour to equalize or level up the tolls upon various classes of traffic; in other instances there are reductions, and many other advantages to the shipper have been brought about by the revision of this classification and the various forms of contract. Many of these were conceded by the Companies, some required by the Board and most of the changes, in the way of increases, were assented to by the Traffic Experts representing the shippers. The initial Company being made liable to the shipper for the shipment through to destination, where the connecting carriers are subject to the Board's jurisdiction, should prove of great advantage to shippers. Under the old contract, the initial Company was released from liability after the shipment had been delivered to a connecting carrier, thus leaving the shipper, in the event of loss, to pursue his remedy against some, perhaps, far distant carrier, to whom the initial Company had made delivery. The joint through rates should prove not only a saving but a great convenience to shippers. The elimination of the “ Owner's Risk ” clause will greatly increase the responsibility of the carrier to deliver safely and promptly. The Live Stock and Attendants contract, the money receipt, collection receipt, as well as others, have been revised with care, and the attempt made, which we hope may be fairly successful, to arrive at reasonable contracts between the parties with the view in end that shippers may have reasonable redress, and at the same time that the carriers may have imposed upon them no unreasonable burdens.

The forms, as approved, all appear as schedules in the Classification.

Some of the Conditions of Carriage embodied in the Classification relate to joint traffic, and these will have to be modified when the tariffs of joint rates elsewhere provided for have been prepared and submitted for approval. Th Classification hereto appended must be put into force not later than the 1st day of February, 1911.

### EXPRESS CHARGES IN THE WEST.

We had complaints from various points in the west that the rates there were too high as compared with the east. It was admitted by some of the witnesses that, owing to difference in conditions, it was not unreasonable that the western rates should



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be somewhat higher than in the east, but it was complained that the difference was too great. Comparison was also offered as between the rates in Manitoba and those in Minnesota, and discrepancies were pointed out between the various tariffs of the Companies in Manitoba, Alberta and Saskatchewan. The Manufacturers' Association of Winnipeg, The Wholesale Implement Makers Association, and the Jobbers and Shippers Association of that city presented many illustrations of unevenness of charges, and it is alleged in the complaint of the latter (and tables are attached showing the figures), that the western rate of the Dominion Express Company are from 25% to 175% higher in the west than in the east, and the Canadian Northern Express Company from 40% to 175% higher. No criticisms if these figures were offered.

The Board of Trade of Calgary submitted figures comparing their express rates with Winnipeg rates, also showing that although, as they allege, the cost of operation was more in Manitoba than in Alberta, the rates in the latter Provinces were much higher. The following may be extracted from their complaint:—

“The following are some comparisons of rates to branch line points, as well  
“as mainline points, showing distances in each case:—

## MAIN LINE POINTS.

From Calgary to	Miles.	Rate per 100 lbs.	From Winnipeg to	Miles.	Rate per 100 lbs.
		\$ cts.			\$ cts.
Morley, Alta .....	42	1 00	Thackray, Man....	45	75
Gleichen.....	55	90	Portage La Prairie.....	55	75
Anthracite.....	77	1 50	MacGregor.....	77	1 00
Banff .....	82	1 75	Austin ..	84	1 00
Laggan.....	117	2 00	Hooton .....	117	1 25
Medicine Hat.....	180	2 00	Virden.....	180	1 75
Crane Lake.....	263	2 50	Broadview.....	264	2 25

## BRANCH LINE POINTS.

From Calgary to	Miles.	Rate per 100 lbs.	From Winnipeg to	Miles.	Rate per 100 lbs.
		\$ cts.			\$ cts.
Carstairs, Alta.....	39	1 00	Culross, Man .....	42	60
Didsbury.....	40	1 00	Elm Creek.....	46	75
Olds.....	57	1 25	Plum Coulee.....	66	75
Innisfail.....	75	1 50	Winkler.....	74	1 00
Penhold ..	84	1 75	Holland .....	87	1 00
Lacombe.....	112	2 00	Stockton.....	113	1 25
Wetaskiwin..	150	2 25	Holmfield.....	155	1 50
Strathcona.....	190	2 50	Whitewater.....	193	1 75
Edmonton...	195	2 75	Naples.....	198	1 75
Killam.....	220	2 50	Napinka .....	221	1 75
Hardisty.....	246	2 75	Oxbow.....	249	2 25

## MAIN LINE POINTS.

“For the purpose of illustrating the inconsistency of existing rates, we would respectfully draw your attention to the following: The distance from Calgary to Edmonton, Alta., is 195 miles, and the rate, per 100 lbs., is \$2.75. A similar rate is charged from Calgary to Hardisty, and the distance is 246 miles, 51 miles further.

“On a package of 7 lbs. weight from Chicago to Calgary, the charge is \$1.00:  
“while on a package of 7½ lbs. weight the charge is \$2.60. In both instances the



“shipment would be handled by three companies. When the 7 lb. shipment can be handled by three express companies for a charge of \$1.00, the additional charge of \$1.60 for the additional half lb. would seem to be out of all reason.

“The rate on fruit and vegetables, from Vancouver to Calgary, a distance of 642 miles, is \$2.40 per 100 lbs. The rate on fruit and vegetables from Calgary to Banff, a distance of 82 miles is \$1.30 per 100 lbs., and from Calgary to Lagan, a distance of 117 miles, is \$1.40 per 100 lbs. In every instance the shipments pass over the same line of railway showing conclusively that the rates for the shorter distance are entirely out of proportion.”

A lengthy statement was put in by the Saskatoon Board of Trade, covering discrimination, want of through rates, excessive charges, the “graduate” scale, and other matters, most of which are dealt with under various heads, as for example in the section of this judgment dealing with standard tariffs. Certain rates are asked for upon various commodities from different points, but these are not dealt with as it is considered that the better course to pursue is to await the general revision and re-alignment that must follow these findings, when if a more satisfactory situation is not brought about, complaints that have not been dealt with categorically, or solved in the general result, will be further considered.

### RETURNED GOODS.

Many complaints were made about the charges assessed upon the return of goods refused by the consignee, or not called for. A good deal of discussion was heard at Winnipeg on the subject of castings, or parts of machinery, sent out from there, and some instances were given showing that the express charges both ways amounted to more than the value of the article. Mr. Hardwell is of the opinion that the Companies should offer some inducement to the shippers to take back their goods, instead of their having to wait the twelve months that must precede an “unclaimed sale; and that it would not be unreasonable to apply a return charge of one-half “merchandise,” unless otherwise provided for in the Classification, with all back charges, in cases where the goods have not left the carriers’ possession and were returned to the original shipper at the original shipping point. We confess to having some doubt upon this point. The carrier performs its contract by carrying to the point of consignment, and it seems somewhat arbitrary to compel that carrier to carry the shipment back to the initial point at one-half the outbound rate, because the consignee refuses to accept. This is a situation uncontrolled by the carrier, and for which it is in no way to blame. However, as it seems, upon the whole, to have some element of advantage to the shipper, as well as to the carrier, we accede to the suggestion. A provision has been agreed upon regarding the charges upon “castings” returned that should be satisfactory.

Regarding the complaints about the charges on dressed poultry, Comber to Montreal, and the Prince Edward Island Winter Service, we cannot do better than quote the result of Mr. Hardwell’s consideration of these two matters:—

“DRESSED POULTRY, COMBER TO MONTREAL (p. 955-96): Comber

“is an exclusive office of the American Express Co. which operates over the Michigan Central; while Windsor, Essex, Leamington, and Tilbury, are all competitive with the Dominion or Canadian. The rate of the latter Companies is, as stated, \$1.00 per lbs. to Montreal. Why this rate was made, I am unable to say—possibly competition of markets or sources of supply—as the ‘General Special’ is \$1.60, Buchanan gave the Comber rate as \$1.40, but it was reduced January 26th, ’08, to \$1.25—before he gave his evidence, but, perhaps, after he had occasion to use the rate.



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“The combination ‘General Special’ Comber to St. Thomas, thence to Montreal, is \$2.00, and 8% of this would be \$1.60, so that the rate is still lower than it would be if the joint tariff basis recently discussed were adopted. The American Express \$1.00 rate applies from some thirty points between the Detroit and Niagara Rivers, all either common with the Dominion or Canadian, or so close to their offices as to be competitive. Comber is not in this class.

“While, perhaps, the American cannot be required to adopt their competitors’ rate, yet, to my view, the Michigan Central, throughout its whole length, is so closely competitive with the G. T. R., C. P. R., or P. M., that it might reasonably make this \$1.00 a blanket rate, as the other Companies have done; that is, of course, if the Dominion or Canadian, as the eastern connection, would participate in this rate.

“*Prince Edward Island Traffic.* (pp. 7515-6).—The Canadian Express working over the Intercolonial, delivers its summer island traffic from the west to the Charlottetown S. S. Co. at Pointe du Chene; and its summer traffic from Nova Scotia to the same S. S. Company at Pictou. All traffic, however, has to be taken to Pictou in the winter for delivery to the Government Winter S. S. Service, as the Charlottetown S. S. Co. operates only in the summer. The Government Steamship rates are higher than the summer rates of the Charlottetown Company; also on traffic from the north and west, the Canadian Express in the winter has the additional haul of something over 150 miles to reach Pictou, as against Pointe du Chene, Mr. Buell (p. 9106-7), stated that evidence showed that the Government had conducted this service only for two years previously. To my own knowledge the “Stanley” has been doing a winter business for a great many years; and the Deputy Minister of the Department of Marine phones me that it was one of the terms of confederation that the Government should conduct this service, and that while a subsidy may have been given for a few years, yet the Government steamers have been running for a great part of the time.

“The express winter rate to Charlottetown and Georgetown is 50 cents per 100 lbs. (“Mdse.” basis), over the summer schedule—representing, presumably, the additional marine rate; and this is all they add on Nova Scotia traffic, because Pictou is the transfer port the year round. From New Brunswick points they add 75 cents to all Island rail points. From Quebec, Ontario, and the States, 75 cents is added to points between Summerside and Georgetown, and one dollar to points east of Summerside to the terminus at Tignish. The difference between these additional rates and the fifty cents arbitrary previously referred to is undoubtedly intended as compensation for the extra express rail carriage. It seems to me that it is only the extra charge of the express company itself that can be attacked, but it has not been shown to be unreasonable.

“Winter rates are in force from December 15th to April 15th, and this schedule has been in effect since December, 1905, in our records, Mr. Allen, who was in the express service, believes it has been in force over twenty years at least.

“The ‘General Special’ rates are sealed on the through ‘Mdse.’ rates arrived at as above; that is, the ‘General Special’ is reduced on the arbitrary as well as on the main land carriage.”

## THE WEIGHT AND MEASUREMENT RULE—LIGHT AND BULKY SHIPMENTS.

This provision gave rise to much discussion, and a great deal of time was taken in getting it adjusted. There was much to be said in favour of the complaint advanced by the express companies that the large and light packages that were being transmitted in enormous quantities over their lines took up a great deal more room



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in express cars than they were entitled to in proportion to the tolls they were paying. Of course, the space allotted for express traffic upon passenger trains is necessarily limited, and a system that permitted one section of shippers to take up more than what might fairly be considered as space for their traffic at similar tolls to the traffic of other shippers occupying much less space, might easily work discrimination. However, the parties chiefly concerned and the companies evinced a spirit of fairness in meeting each other and the Board hopes that the rule finally adopted, viz., 16 may work satisfactorily.

#### CREAM RATES WEST OF AND INCLUDING PORT ARTHUR.

Complaint was made upon behalf of the Western Creameries that the Companies charged double the rate on sweet cream than is charged on sour. This placed a premium upon the dairymen keeping their cream until it soured before shipment to the creameries, thereby getting transportation at half the cost the shipment would have carried had it gone forward while sweet.

It was represented by Mr. Mitchell of the Manitoba Agriculture College that this in effect compelled the creameries to manufacture from sour cream, placing the butter at a disadvantage in the markets by reason of defects in flavor arising from manufacture from "over-ripe and otherwise over-fermented" cream. In 1909, there was manufactured in Manitoba 2,600,000 lbs. of creamery butter, and 75 to 80 per cent was from cream carried by express. It is clear that this distinction between the rates on sour and sweet cream puts the creamery at a disadvantage, quite apart from the question of the rate itself. It causes, or tends to cause, an inferior article of cream to be sent to the creameries. The history of the rates and their disparity is given by Mr. Stout as follows:—

"MR. STOUT:—The present basis of cream rates in Manitoba and the North-west to-day has, I think, been in effect upwards of 20, or maybe 25 years. The company has been in business for about 25 or 28 years. It was originally granted on the request of the Dominion Department of Agriculture, and in the interests, possibly, of the Canadian Pacific, with a desire to develop mixed farming in the North-west, and getting away from wheat growing, which was almost exclusively done. The schedule that was put in at that time was intended to apply only on cream sent to creameries, and it was realized that the cream in the beginning would need to be carried for long distances, in order with the sparse population they had, they could get enough cream to keep even creamery going in the beginning. I do not remember positively, but I think that the first creamery was placed at Winnipeg, or somewhere in that vicinity. It was not anticipated at that time that these long hauls which were principally objectionable would be necessary for more than a couple of years. In the meantime it was anticipated that local creameries would spring up throughout the country, and that if they would not take care of the business in their own vicinity at least the rail or express haul would be a short one. The practical result has been that the very low rates which we are making has resulted in centralizing the making of butter in a few points, with very much longer hauls than we find profitable, even for sour cream.

"Like many other experiments of this kind, once the tariff was in, and the people most interested had something else to think about, it went on, not only for a couple of years, but went on for 10, or 12, or 15 years. Then some question was raised about the rate. I cannot recall it fully but we re-adjusted our rates for the Imperial gallon on the basis of the rates that prevail to the south of the line in Minnesota and Dakota, and practically adopted the tariff that is in effect on that southern line of cream. We only intending to carry this cream at the low rate to butter-making plants, and having been informed by people that I thought knew that the sour cream answered the purpose just as well, that sweet was not



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“necessary to making good butter, we made our tariff to apply on sour cream. Previous to this, some business had been growing up in Winnipeg, the city getting large enough to require sweet cream for domestic purposes, and it was coming in at the same rate as the sour cream to factories. In 1907 we were called upon to file our rates with the Commission. We left cream for butter making just where it was, we did not know what damage might result to the interests we were trying to protect if we increased the rates on the sour cream at that time, but to restrict it that time, but to restrict it to cream for butter making plants we filed the rate as it stood previously, but we limited it to sour cream for creameries. Then the sweet cream, which we assumed was for domestic purposes, and that it was only necessary it should be sweet for domestic purposes, was charged according to the classification, the “general special” rate, which is from 20 to 25 per cent less than transit proposition ?

“I might say too that at the time the original rate was made separators were little used.

“HON. MR. MABEE:—Would there be any justification for differentiating between cream for creameries and cream for domestic purposes, and let cream for creameries go just as you intended it should go—analogueous to a milling-in-transit proposition ?

“MR. STOUT :—That is a point I had overlooked .

“MR. MITCHELL :—Could it be worked out ? There would be a disposition on the part of some to ship cream presumably for butter making purposes, when in reality it would be used for the other purposes.

“HON. MR. MABEE:—But suppose the tariff said ‘cream to creameries’?

“MR. MITCHELL :—For instance, the Carson Creamery in Winnipeg have a large creamery, manufacture between 500,000 and 600,000 pounds of butter, and they have also a large city business; the Crescent Hygienic Dairy, the same. They use cream for two purposes. Those are the only two that it would apply to.

“HON. MR. MABEE :—There is, of course, an apparent anomaly in cream and milk being on the same basis, but after all, it was the express company that put sour cream on the same basis as milk.

“MR. MITCHELL : They put all cream on the same basis in the first place.

“HON. MR. MABEE : The Western, but not the Canadian or the Manitoba Express Company.

“MR. MITCHELL : It was only about three years ago they made the change, and they carried all cream on this sour cream tariff until about three years ago. It was in June, 1907, that they made the change.

“MR. CHRYSLER: I think Mr. Stout said so, but under the impression that the cream was all going to the creameries.

“HON. MR. MABEE: I understood Mr. Mitchell to say that in 1907, but I got the impression from Mr. Stout that this condition had existed for 20 odd years.

“MR. CHRYSLER : The carriage of cream for creameries.

“HON. MR. MABEE: It was only in 1907 that the sweet cream tariff was raised.

“MR. MITCHELL: There was one tariff for all cream up to 1907.

“MR. STOUT : That is right. It was only about that time, or shortly before that, we discovered there was any quantity of sweet cream being used for domestic purposes, or sent for domestic purposes ; we thought it was all going into public plants.

“HON. MR. MABEE: That is what you really intended to raise, only the toll on sweet cream for domestic purposes

“MR. STOUT: That is really so, I did not intend to disturb the dairies, but at the time the change was made I did not see how I could effectually distinguish between the domestic purposes and the creameries except to restrict the creameries to sour cream, and as I say at that time I had been informed, on what I thought was



good authority, that the fact of cream being sour made no difference to the creamery.' (Evidence, Vol. 103, p. 3133 *et seq.*)

Now from the foregoing it is apparent that this cream rate as it affects the creameries was made under a misapprehension. No one is complaining of the cream rate for domestic purposes, so the matter may be considered solely from the point of view of the creameries.

It appears that there is considerable shipment of butter, by express, from these creameries. The cream is their raw material; the company gets some earnings from carriage of the finished product, and so it is perfectly in order to give a lower rate on cream to the creamery than upon that used for domestic purposes, so we think the intention of the company should be given effect to, and the business of the creameries left undisturbed.

The tariff to be filed may provide for the existing sour cream rate upon all cream when shipped to creameries for use in the manufacture of butter; the tariff to remain as it is upon cream for domestic purposes.

Upon the cream to creameries, the Companies need perform no delivery service.

### THOMAS POTTS' COMPLAINT.

Mr. Potts is a wholesale fruit dealer at St. John, N.B., and he says that Mr. Smith or Mr. Carpenter (Winona, Ont.),

"have a certain party in St. John they will ship to and only one party;"  
 "that the Railway agents along the line are in most cases the express agents in  
 "the small towns and villages; that these men go out and get orders for 10, 15, or  
 "20 baskets of fruit to be shipped to some little village." "The agent here in St.  
 "John will go to the particular firm . . . and he will get a big order from  
 "that firm for perhaps 500 baskets . . . The car starts from Ontario . . .  
 "As soon as it gets to New Brunswick 20 baskets are delivered to this man, 20  
 "to another, 50 to another, in every small village in the country, and when the  
 "car arrives in St. John, it will have just the quantity in it that their pet man  
 "wants . . . That pet man gets that at carload rates . . . The effect of  
 "that is that the little villages in the country get their grapes at carload rates  
 "cheaper than we in St. John can get 500 baskets."

From this it would seem that the difficulty in Mr. Potts' way is largely, if not entirely, caused by his not being the firm at St. John to whom Mr. Smith or Mr. Carpenter sells. These gentlemen can sell to whom they please, and we see no objection to the agent at St. John ascertaining how many baskets the customer of Mr. Smith or Mr. Carpenter may be willing to take upon any particular day. Then this, together with the orders obtained by, or given to, the other agents along the line may make up a carload. This moves from one consignor to several consignees under the carload rate. There is nothing offending against the tariff in this. The lawful rate is applied, and fruit can go to the applicant at the same rate if he order by carload, or is able to have his shipment assembled with others for destination in carload lots.

There is nothing to show that the express company has discriminated against the applicant; he buys from Messrs. Culp & Co., of Beamsville, and there is nothing to show that the same facilities given to Messrs. Smith and Carpenter would not be given to Messrs. Culp & Co., if asked for by them.

### LINTON & HALL AND DOMINION EXPRESS COMPANY.

At Calgary, the applicants complained of a charge of \$3.40 upon a shipment weighing 10½ lbs., carried from Worcester, Massachusetts, to Calgary. It appeared that the shipment had passed over the lines of three Express Companies, and the \$3.40



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collected by the Dominion Express Company was the total charge for carriage, and included the tolls of the originating and intermediate Company, the Dominion Express Company taking over the shipment at Portal; so the only portion of this \$3.40 that this Board would have jurisdiction over would be the carriage from Portal to Calgary. It was not complained that more was charged than the tariff provides for, but it is said that that portion of the toll is excessive.

It is not needful to pursue the matter further, because the new tolls, when they go into effect, will take care of the traffic moving by express from Portal to Calgary, and the Board has nothing to do with that part of the \$3.40 accruing to the two Companies that carried the package from Worcester to Portal.

## EXTENSION OF LINES.

There have been instances in the past where express companies in extending their lines over additional lines of railway acquired by the railway company owning or controlling the express company, or otherwise, have made a separate charge for carriage over the newly acquired line of railway. For instance, after the Canadian Pacific Railway Company acquired the Calgary & Edmonton Line, the Dominion Express Company made its rate from, say, Medicine Hat to Red Deer, the local to Calgary plus the local from there to Red Deer. This is wrong, and express companies must file "standard" tariffs of through mileage rates in all cases where this situation now exists. The Medicine Hat—Red Deer case has been remedied by the Dominion Express Company, and it is given as an illustration only.

The construction of tariffs in accordance with the foregoing views must be proceeded with without delay, and these must be submitted to the Board within three months. The Chief Traffic Officer of the Board has had his department prepare a large quantity of figures, and many tables have been worked out, all of which the Companies may have access to if they so desire.

## SECTION "E."

During the hearing, and after full discussion, this section was struck out of the Classification. This applied to manufacturers of and dealers in certain commodities when carried in large or continuous shipments. The rate set out therein required prepayment; if not, then the ordinary tariff and classification applied, even though the goods might not be perishable. This contains two forms of discrimination. *First*, in favour of the manufacturer or dealer, who had large or continuous shipments. Who was to say which manufacturer or dealer this applied to? The Company, if it so desired, might apply this to favoured customers and refuse the rate to others equally or more entitled to it. *Second*, the prepayment clause made two different rates applicable to one shipment.

## SCHEDULE A.

" Form No.                      MERCHANDISE RECEIPT.

" LIABILITY LIMITED TO \$50.00 UNLESS HIGHER VALUE IS DECLARED  
" BY SHIPPER AND INSERTED HEREIN. ..

(ADVERTISEMENT.)

" NOT

" NEGOTIABLE .....EXPRESS COMPANY

" Office at.....Province of.....Date.....191

" Received of.....(herein called the shipper)



“ .....said to contain.....  
“ valued at.....100 Dollars  
“ addressed.....  
.....  
.....  
“ which the.....Express Company, herein called the ‘ Company ’  
“ agrees to carry and deliver upon the terms and conditions on the back hereof, to  
“ which the shipper hereby agrees and, as evidence of such agreement, accepts this  
“ shipping receipt

For the Company:

“ This agreement is issued  
“ subject to the classifica-  
“ tion authorized by the Board .....  
“ of Railway Commissioners for ..... Agent.  
“ Canada, and all the clauses of  
“ said classification, not incon-  
“ sistent with this agreement, are  
“ incorporated herewith.

TERMS AND CONDITIONS.

“ 1. The word ‘ Company ’ shall include any connecting express company subject  
“ to the Railway Act.

“ 2. This agreement shall extend to and be binding upon the shipper and all  
“ persons in privity with him, claiming or asserting any right to the ownership or  
“ possession of the shipment, and shall enure to the benefit of any person or company  
“ to whom the shipment may be delivered for the performance of any act or duty in  
“ respect thereof, or in whose custody or charge the same may lawfully be, or on whose  
“ vehicles or vessels the same is being carried under this agreement and shall apply to  
“ any reconsignment or return thereof.

“ 3. The liability of the Company upon any shipment is limited to the value  
“ declared by the shipper and embodied herein, or, if less, to the actual value of the  
“ shipment at the time of the receipt thereof by the Company, including the express  
“ and other charges, if paid, and the duty, if payable or paid and not refunded. If  
“ the shipper does not declare the value of the shipment, liability is limited to fifty  
“ dollars, or if less, to the actual value of the shipment. If the shipper desires the  
“ Company to assume liability in excess of fifty dollars, an additional charge will be  
“ made as provided by the classification.

“ 4. Money, specie, completely signed and executed bonds, coupons, bank notes,  
“ and negotiable paper, or incompletely executed legal tender and bank notes, jewelry  
“ and precious stones shipped by manufacturers or dealers to other manufacturers or  
“ dealers, or their customers, shall not be received or included with shipments of  
“ ordinary freight, and this agreement does not apply thereto.

“ 5. The Company shall not be liable:—  
“ (a) For differences in weight or quantity caused by shrinkage, leakage, or  
“ evaporation, or

“ (b) For loss or damage occurring after forty-eight hours (exclusive of legal  
“ holidays), after notice of the arrival of the shipment at destination, or at point of  
“ delivery, has been mailed to the address of the consignee.

“ Unless, in either case, such loss or damage is caused by the negligence of the  
“ Company;

“ (c) For any loss, damage, or delay caused by the act of God, the King’s or  
“ public enemies, the authority of the law, quarantine, riots, strikes, perils of naviga-  
“ tion, defect or inherent vice, or the act or default of the shipper or owner, or from  
“ conditions beyond its control;



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“(d) For any loss or damage occurring in Customs Warehouse;

“(e) For any loss, damage or delay resulting from improper or insufficient packing, securing or addressing or from chafing when packed in bales;

“(f) For any loss or damage, if the provisions of Clause 4 be violated in whole or in part;

“(g) For any damage to or loss of any fragile article, or to shipments consisting wholly or in part of or contained in glass, unless so described upon the package containing the same, unless such damage or loss is due to the negligence of the Company, its agents or employees;

“(h) For loss or damage from delays beyond its control, or caused by the refusal of any railway, steamboat, stage, or other transportation line to receive or forward the said property owing to any unusual or unforeseen movement of or interference with traffic;

“(i) For loss or damage in any way arising out of the examination by or partial delivery to the Consignee of C.O.D. shipments;

“(j) For any loss or damage to shipments of live objects arising from the conduct or acts of such objects to themselves or to each other or arising from the condition of such objects when received for shipment or from their nature or propensities, or for delay, injury to or loss to such object unless such delay, injury or loss is caused by the negligence of the Company;

“(k) For any damage for partial loss, or shortage, unless written notice thereof is given at any office of the Company within thirty days from delivery;

“(l) For any loss or damage occurring to shipments addressed to stations where there is no agent of the Company after such shipments have been left at such station;

“(m) For non-delivery or loss or destruction of the shipment in Canada, unless written notice thereof is given at any office of the Company within four months from the time delivery should, in the ordinary course of transit, have been made.

“6. Duty and Custom House expenses are guaranteed by the shipper.

“7. (a) At points where the Company has delivery services, tender of the shipment for delivery to the consignee will be made at the address given, if within such delivery limits.

“(b) Where there is no delivery service, the Company will forthwith notify the consignee, at the address given, of the arrival of the shipment.

“(c) The Company's liability to deliver to addresses outside delivery limits shall be governed by the Classification or Special Tariffs.

“(d) If no express company subject to the Railway Act has an office at the place to which the shipment is addressed, then, unless otherwise routed, the Company only agrees to carry the same to its office, or that of some other express company subject to the said Act, most convenient for furtherance to destination, and upon arrival there, the Company may so notify the consignee, or, upon direction of the shipper or consignee, will, or upon its own discretion may, deliver the shipment to any connecting carrier for furtherance to destination.

“(e) If the shipment is delivered to an express company or carrier not subject to the Railway Act, the Company shall act as the agent of the shipper in effecting such delivery, and contracting for further transportation, and the liability of the Company shall thereupon cease.

“8. If any sum of money, other than the charges for transportation, is to be collected from the consignee upon the delivery of the shipment, and the same is not paid within thirty days, the Company may return the same and collect the charges for transportation both ways, and the liability of the Company shall be that of warehousemen only while the shipment remains in its possession for the purpose of making such collection.”



### SCHEDULE "B".

NOT NEGOTIABLE

of destination, then the company only agrees to carry the shipment to its office, or



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“ to that of some other express company subject to the said Act, most convenient for  
“ furtherance to destination, and upon arrival there, the company may notify the  
“ consignee or other proper person, or upon direction of the shipper will, or upon its  
“ own discretion may, deliver the shipment to any connecting carrier for furtherance  
“ to destination ; in the latter event if such carrier is not subject to the Railway Act,  
“ the company shall act as the agent of the shipper in effecting such delivery, and the  
“ liability of the company shall thereupon cease.

“ 6. The company reserves the rights to call upon the consignee to take delivery  
“ of the shipment at its office at destination.

“ 7. Duty and Customs House expenses are guaranteed by the shipper.

SCHEDULE “C.”

“ Form No. COLLECTION RECEIPT.

“ READ THIS RECEIPT. NOT NEGOTIABLE.

“ .....EXPRESS COMPANY

“ Office at.. ..Province of.. ..Date.....191..

“ RECEIVED FOR COLLECTION, from..... (herein called the shipper)  
“ the following described .. ..

“ .....\$.....  
“ .....\$.....  
“ .....\$.....  
“ .....\$.....

“ subject expressly to the following conditions, namely:

“ 1. This agreement is issued subject to the Classification authorized by the Board  
“ of Railway Commissioners for Canada, and all the clauses of said Classification not  
“ inconsistent with this agreement are incorporated herewith.

“ 2. The word ‘company’ shall include any connecting express company subject to the  
“ Railway Act.

“ 3. This agreement shall extend to and be binding upon the shipper and all persons  
“ in privity with him, claiming or asserting any right to the ownership or possession  
“ of the shipment, and shall inure to the benefit of any person or company to whom  
“ the shipment may be delivered for the performance of any act or duty in respect  
“ thereof, or in whose custody or charge the same may be lawfully be, or on whose  
“ vehicles or vessels the same is being carried under this agreement, and shall apply to  
“ any re-consignment or return thereof.

“ 4. The company shall not be liable :—

“ (a) For any loss, damage or delay caused by the act of God, the King’s or  
“ public enemies, the authority of the law, quarantine, riots, strikes, perils of naviga-  
“ tion or the act or default of the shipper or owner, or from conditions beyond its  
“ control;

“ (b) For any loss or damage by fire unless such loss or damage is due to the  
“ fault or negligence of the company, its agents or employees;

“ (c) For any loss, damage or delay resulting from improper or insufficient se-  
“ curing or addressing;

“ (d) In any event for a greater sum than that above stated.

“ 5. If no express company subject to the Railway Act has an office at the point of  
“ destination, then the company only agrees to carry the shipment to its office, or to  
“ that of some other express company subject to the said Act, most convenient for  
“ furtherance to destination, and upon arrival there, the company may notify the con-  
“ signee or other proper person, or upon direction of shipper will, or upon its own



“discretion may, deliver the shipment to any connecting carrier for furtherance to destination; in the latter event if such carrier is not subject to the Railway Act, the company shall act as the agent of the shipper in effecting such delivery, and the liability of the company shall thereupon cease.

“For the Company,  
.....Agent.”

SCHEDULE “D.”

“Form No. ....  
.....EXPRESS COMPANY  
.....  
.....LIMITED LIABILITY  
.....  
.....LIVE STOCK CONTRACT

“THIS CONTRACT, made at.....this.....day  
of.....191...between.....Express Company  
and.....herein called the  
Shipper.

“1. The word ‘company’ shall include any connecting express company subject to the Railway Act.

“2. The company agrees to carry and deliver upon the terms herein stated the animals mentioned herein:

“ (Enter here in words, not figures, the number and kind of Live Stock.)  
.....  
.....  
.....  
consigned to.....  
at.....  
for the sum of.....and.....CENTS,  
which charge is based upon the following values declared by shipper.  
(Number and kind).....Value \$.....  
(Number and kind).....Value \$.....  
(Number and kind).....Value \$.....

“3. This agreement shall extend to and be binding upon the shipper and all persons in privity with him, claiming or asserting any right to the ownership or possession of the shipment, and shall enure to the benefit of any person or company to whom the shipment may be delivered for the performance of any act or duty in respect thereof, or in whose custody of charge the same may be lawfully be, or on whose vehicles or vessels the same is being carried under this agreement, and shall apply to any re-consignment or return thereof.

“4. If no express company subject to the Railway Act has an office at the point of destination, then, unless otherwise routed, the company only agrees to carry the shipment to its office, or to that of some other express company subject to the said Act, most convenient for furtherance to destination, and upon arrival there, the company may notify the consignee, or other proper person, or upon the direction of the shipper or consignee, will, or upon its own discretion may, deliver the shipment to any connecting carrier for furtherance to destination.

“5. If the shipment is delivered to a carrier other than an express company subject to the Railway Act, the company shall act as the agent of the shipper in effecting



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“such delivery, and contracting for further transportation, and the liability of the  
“company shall thereupon cease.

“6. The company shall not be liable:

“ (a) For any loss, damage or delay caused by the act of God, the King's or public  
animals to themselves or to each other, or arising from the condition of the animals  
“defect or inherent vice, or the act or default of the shipper or owner, or for condi-  
“tions beyond its control;

“ (b) In any event beyond the actual value of the shipment at the time of the  
“receipt thereof by the company of the value declared herein, whichever is less.  
“including the express and other charges, if paid, and the duty, if payable, or paid  
“and not refunded;

“ (c) For loss or damage from delays beyond its control, or caused by the refusal  
“of any railway, steamboat, stage or other transportation line to receive or forward  
“the said property owing to any unusual or unforeseen movement of or interference  
“with traffic;

“ (d) For any loss or damage to the shipment arising from the conduct or acts of  
“animals to themselves or to each other, or arising from the condition of the animals  
“themselves when received for shipment, or from their nature or propensities;

“ (e) For delay, injury to or loss of the animals from any cause whatever, unless  
“such delay, injury or loss is caused by the negligence of the company;

“ (f) For any injury, partial loss, or shortage unless written notice thereof is given  
“at an office of the company within thirty days from delivery;

“ (g) For non-delivery or loss or destruction of the shipment in Canada unless  
“written notice thereof is given at an office of the company within four months  
“from the time delivery should, in the ordinary course of transit, have been made.

“7. In the case of carload shipments, the Shipper agrees to load, tranship and  
“unload said animals at his own risk, and during the transportation thereof to  
“unload, load, *feed water, and care for said animals* whenever required, at his own  
“risk, and to furnish the necessary *attendants and laborers* therefor; and further  
“agrees that the attendants will accompany and take charge of said animals, the  
“Company furnishing free transportation for *such attendants, as by the Classification*  
“*are entitled thereto, provided they shall have signed the Attendants' Contract*  
“appended hereto. All attendants and laborers shall be the agents of the Shipper.

“8. Upon the arrival of the animals at destination the shipper or consignee shall  
“forthwith receive them and pay the charges due thereon, and if the shipper or con-  
“signee shall fail or refuse to do so, then the company may as the agent of the  
“shipper have the said animals properly cared for at the cost and risk of the shipper  
“or consignee, and may, after giving forty-eight hours' notice to either the shipper  
“or the consignee, if the address of either is known, sell the said animals at either  
“public or private sale and apply so much of the proceeds thereof as may be required  
“towards the payment of all accrued charges and expenses.

“9. If any sum of money other than charges for transportation is to be collected  
“from the consignee upon delivery and the same is not so paid, the company may  
“return the shipment forthwith and collect charges for transportation both ways  
“together with all accrued charges and expenses, but, if so instructed in writing  
“by the shipper or consignee, the company shall at the cost and risk of the said  
“shipper or consignee hold the said shipment for a further period of forty-eight  
“hours.



SCHEDULE "E".

ATTENDANTS' CONTRACT.

" Office... .. Prov. of... .. Date... ..

" WHEREAS, the... ..Express Comnpay, *herein called the 'Company'*

" has entered into an agreement with... ..

" to forward the animals named in the foregoing contract from... ..

" to... .. in the Prov. of ... ..

" upon the terms and conditions expressed therein and *in pursuance* of said agree-

" ment *the person or persons who have signed this contract desire to accompany said*

" *animals to their destination and to be in charge of same.*

" IT IS AGREED:—

" 1. That neither *the Company*, nor any other company *or carrier* on whose line

" *or in whose vehicle* the owner, shipper, attendant or attendants shall travel in accom-

" panying said animals, shall, if furnished free transportation, in any case whatever,

" be liable for any injury or loss occurring to such owner, shipper, attendant, or attend-

" ants, during such transportation, even though such injury or loss is due to the fault

" or negligence of the Company *or of the agents* or servants, *of such other company*

" *or carrier or any of them.*

" 2. That this agreement shall extend to and inure to the benefit of any carrier

" on whose line *or in whose vehicle* the owner, shipper, attendant or attendants, or any

" of them may receive injury, and they *and each of them* hereby release and forever

" discharge the Company *and every such other Company* or carrier from all liability

" for any *such* injury or loss.

" 3. I, (the owner or shipper), in consideration of the free transportation of

" myself and said attendants, *hereby* agree to indemnify, defend, and save harmless

" the Company and any company or carrier over whose lines *or in whose vehicle I* or

" the said attendant or attendants or any of them, may be conveyed, from any and all

" claims, actions or suits , for injury or death of *myself* or said attendant or atten-

" dants, or any of them.

" WITNESS the hands of the parties hereto at the date aforesaid.

" (Signature of owner or duly

" authorized agent of owner)... ..

" .....

" .....

" (Signature of attendant

" accompanying the shipment.) ... ..

" .....

" .....

" (The Attendants' Contract must be signed by the Owner (or duly authorized Agent

" of Owner) and by each Attendant who accompanies the shipment.)"

Application Battle Creek Toasted Corn Flake Company, London, Ont. C. L. Minimum  
Weight on Toasted Corn Flakes.

The Battle Creek Toasted Corn Flake Company of London applied for a reduc-  
tion in the minimum carload weight of Toasted Corn Flakes from London to points  
west of Port Arthur and Fort William, Ontario.

Judgment, Mr. Commissioner Mills, January 24, 1911.

The applicant in this case is a manufacturer of what are known as "Toasted  
Corn Flakes,"—that commodity and nothing else. He states in his application that



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he shipped, last year, over fifty seven (57) carloads of this class of goods to Manitoba and points further west, and a large quantity to Ontario, Quebec, and the Maritime Provinces.

It would appear that "Toasted Corn Flakes" have been treated by the railway companies as coming under the head of "Cereals, not otherwise specified,—rolled, pressed, cracked, dried, or dessicated," Item 19, page 34 of the Canadian Classification No. 15, and have been rated accordingly as fourth class L.C.L. and eighth class C.L.

The applicant is satisfied with the rating; but Rule 1, page 2, of the Classification fixes the minimum weight of seventh, eighth, and tenth classes at 30,000 lbs. per car; and his goods are so light that he cannot put more than 15,000 lbs. into a standard 36 ft. 6 in. car. Hence his application to the Canadian Freight Association, and subsequently to the Board of Railway Commissioners, for a reduction in the minimum carload weight of "Toasted Corn Flakes." The application is limited to points west of Port Arthur and Fort William, because the Company's shipments to points in Ontario, Quebec, and the Maritime Provinces are covered by special freight tariffs on the basis of a minimum weight of 20,000 lbs. per car.

In answer to the application, it was stated by Mr. Pullen, on behalf of the Canadian Freight Association, representing the railway companies, that a committee composed of traffic officials of interested railway companies, had interviewed Mr. Wallace, the representative of the applicant in London, Ontario, with a view to a settlement of the points at issue. That committee made a report; and from it Mr. Pullen quoted several paragraphs,—in one of which it is admitted that the applicant, as regards the shipping of his goods, is under a "handicap" in the race with his competitors, as follows:

"It developed during our discussion that Mr. Wallace's handicap is very largely on account of the fact that his product consists entirely of Toasted Corn Flakes, whereas his competitors are manufacturing other articles which can be mixed with a lighter product, and, therefore, through this mixing the minimum weight of 30,000 lbs. can invariably be loaded in the car. This cannot be done from London, for the reason that Mr. Wallace manufactures no other product."

It was further stated by Mr. Pullen, regarding the attitude of the railway companies, that—

"In establishing a minimum carload weight it is the desire of the railway companies to fix upon a minimum which will, as nearly as possible, correspond to the actual loading capacity of a standard thirty-six-foot car, and, having done so, provide a rating which will be uniform as to all kindred articles. 'It is,' he says, 'impossible to adopt a uniform minimum weight that will exactly fit in with the loading capacity of a car for all the varying kinds of grain products and cereals; there is such a wide disparity in the weights thereof. The carload rating and the minimum weight are inseparably connected one with the other, the combination of the two resulting in a carload charge which the railway feels is fair and equitable.'"

"Mr. Wallace," he says, 'apparently fails to appreciate that the eighth class basis of rates is an exceptionally low one, and that if the minimum were reduced, as he asks, from thirty to twenty-four thousand pounds, it would be necessary for the railways to advance the rate from eighth to fifth class in order that they may obtain adequate revenue for the hauling of a carload of freight. Even if the fifth class rates were granted, coupled with a minimum of twenty-four thousand pounds, it would result in a total charge per car somewhat in excess of thirty thousand pounds at eighth class.'"

Thus, a "handicap" is admitted; an explanation is given; it is stated that "it is the desire of the railway companies to fix upon a minimum which will come



“as nearly as possible, correspond to the actual loading capacity of a standard 36-foot car;” and it is not denied that the minimum for a standard car of “Toasted Corn Flakes” is double the weight which can be put into such a car,—an amount which is strikingly at variance with the alleged desire of the railway companies; and the only explanation is the lightness of the commodity.

The applicant admits that “Toasted Corn Flakes” are very light; and, therefore, he does not ask for the usual minimum of 15,000 lbs. (the actual loading capacity of a standard car of his goods), but offers to accept a minimum of 24,000 lbs., which means that for every 15,000 lbs. that he ships he is willing to pay the freight charges on 24,000 lbs.

The railway companies have refused this offer. They insist on the 30,000-pound minimum, and object to making any reduction therein, unless they are allowed to increase the rating from eighth class to fifth class, which, as admitted by Mr. Pullen even on the 20,000-pound minimum, would result in higher freight charges than on the maximum load of 15,000 lbs. at the L.C.L. rate,—a manifest inconsistency.

The applicant states that his shipments to the Western Provinces are nearly all in carload lots (C.L.); and the result of the stand taken by the Canadian Freight Association (alias the railway companies within the legislative authority of the Parliament of Canada) is, as stated by the Chief Traffic Officer of the Board, that “in practice there is no carload (C.L.) rating, the less-than-carload (L.C.L.) applying on any quantity.”

The contention of the railway companies that a light or very light commodity is, and can be, given a minimum approximating its carload weight only by putting it into a higher class or imposing a higher rate, so as to insure to the carrier approximately the same earnings per car as are obtained from hauling cars loaded with other commodities of the same class, may be in accordance with the usual practice in the making of *commodity rates*, “for which compensation is often conceded by a shipper in the shape of a greater minimum weight”; but it is not by any means an invariable rule in the classification of commodities.

The Canadian Classification contains numerous instances of minimum weights lower than the standard for the class in which the articles are placed, which is what the applicant desires in the case under consideration.

The articles classified are arranged in groups from “A” to “W”; and, on examining these groups only to the end of “E”, we find the following examples of departures from the standard minimum weight, without any change in the rating:



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	Special Minimum.	Class Minimum.
	lbs.	lbs.
Ale and beer barrels . . . . .	20,000	30,000
Wooden hoops . . . . .	24,000	30,000
Baskets . . . . .	20,000	30,000
Beehives . . . . .	16,000	24,000
Boats . . . . .	20,000	24,000
Boxes . . . . .	20,000	30,000
Empty carboys . . . . .	20,000	24,000
Coffins . . . . .	14,000	24,000
Show cases . . . . .	14,000	24,000
Woolen mill clippings . . . . .	24,000	30,000
Corn cobs . . . . .	20,000	30,000
Cork . . . . .	20,000	24,000
Raw cotton . . . . .	20,000	24,000
Crates . . . . .	20,000	30,000
Creamers . . . . .	20,000	24,000
Lamp chimneys . . . . .	20,000	24,000
Electric light globes . . . . .	16,000	20,000
Street lamps . . . . .	16,000	20,000
Lantern globes . . . . .	20,000	24,000
Excelsior . . . . .	20,000	24,000

Even in the case of *commodity* rates, the practice spoken of by the respondent companies is sometimes departed from. In the commodity tariff on grain products from Ontario milling centres to eastern points, for example, while the rate is the same on all such products, the minimum carload weights vary according to the density of the commodities, some taking a minimum of 40,000 lbs., others 35,000 lbs., and the remainder 30,000 lbs.

Also in *special* tariffs it is to be noticed that the rule is violated when there is, or appears to be, a good reason for the violation. Notice two instances:

(1) Tanbark is carried at the same rate as lumber, and yet it is given a much lower minimum weight per car.

(2) Live hogs and sheep are rated ninth class, but with the following difference in the minimum weight,—

Single-deck cars, hogs, 20,000 lbs., sheep, 18,000 lbs.

Double-deck cars, hogs, 30,800 lbs., sheep, 28,600 lbs.

Throughout what is known as "Official" territory, by an exception in the Official Classification of the United States, flaked breakfast foods, including that under consideration in this case, are carried at a minimum of 20,000 lbs. The principal centre for the manufacture of these foods is Battle Creek, on the line of the Grand Trunk Railway; and the Grand Trunk Company accepts this minimum to all points west of the Detroit and St. Clair Rivers,—the rating being fifth class, the same as that of carloads of wheat, buckwheat, and corn flour or meal, put up in paper packages and packed in boxes or barrels, on which the minimum is 40,000 lbs.

In the Western Classification, U.S.A., the rating for breakfast cereals is fifth class, with a minimum of 30,000 lbs. for the uncooked and 20,000 lbs. for the flaked or toasted article.

Down to November, 1902, the Canadian Classification minimum for all carload freight in the fifth and *lower* classes was 24,000 lbs.; and this minimum applied on shipments to the West as well as to the East. The minimum was increased, because of the increased capacity of many of the cars which were coming into use; and shippers have not complained of an increased minimum on ordinary commodities shipped in cars of greater capacity than those formerly in use; but in making the change the companies should not have failed to make reasonable



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provision for the lighter traffic which cannot be loaded to much, if any, more than half the new minimum.

Further, I may state that, according to an exhibit filed by Mr. Pullen, the eighth class rates of the schedule known as "Scale 'A'" under the Canadian Classification do not differ very much from the fifth class rates from Duluth under the Western Classification of the United States,—the rates for some distances being a trifle higher and for longer distances somewhat lower.

Hence, in view of the alleged, and unquestioned, desire of the railway companies to fix upon a minimum which will, *as nearly as possible*, correspond to the *actual* loading capacity of a standard 36-foot car; the "handicap" imposed upon the applicant by the Canadian Freight Association in compelling him to pay for the carriage of carload shipments, on the basis of a standard minimum of 30,000 lbs., or double the weight of his goods which can be shipped in a standard 36-foot car; the inconsistency of arranging so that the rates on carload, or wholesale quantities are higher than on less-than-carload, or retail, quantities; the practice of our Canadian railway companies in frequently reducing the minima without increasing the rating, as shown in the sample instances submitted above; the fact that prior to November, 1902, when the traffic was less than at present, the minimum for all carload freight, east and west alike, was 24,000 lbs., the fact that the minimum for this commodity throughout the Western States is 20,000 lbs., and the minimum for this and other flaked breakfast foods in the "Official" territory, throughout the North-eastern States is 20,000 lbs., notwithstanding the fact that the standard minimum for the class of commodities in which it has been placed is 35,000 lbs.—in view of these facts, my opinion is—

That, without changing the rating, the minimum carload weight for a standard 36 ft. 6 in car, commonly spoken of as a 36-foot car, of flaked or cooked cereals (which may be enumerated if the companies so desire) should be reduced so as not to exceed 24,000 lbs.

Chief Commissioner Mabee, Assistant Chief Commissioner Scott, and Mr. Commissioner McLean concurred.

Application Gundy-Clapperton Company et al.

Classification Ratings on Cut Glass.

The Gundy-Clapperton Company, Limited, the Goldsmiths' Stock Company, and Gowans, Kent & Company, Limited, applied under Section 321 of the Railway Act, for a reduction in the rating in the Canadian Classification on cut glassware, from double first class to first class.

Judgment, Mr. Commissioner McLean, March 15th, 1911.

Cut glass is an article of luxurious consumption appealing to a limited class. It is not, in my opinion, of such general use as fine china with whose rating it has been compared, the latter being first-class. As a matter of common observance, where a household has a couple of pieces of cut glass it will probably have at least half a dozen pieces of fine china-cups and saucers and the like. Cut glass has more of a seasonal demand, and because of these conditions the volume of china moving is more apt to be steady. It is, in my opinion, more of a staple article. While these conditions make against the reduction asked for, I am in no way satisfied that the reduction of 50 per cent in earning power to the railways which the granting of the application would cause would mean any appreciable reduction in price to the consumer. It is hardly to be expected that the self interest of the producer would cause him to share the reduction with the consumer, since the demand for cut glass is relatively inelastic, i.e., the demand for it is independent of fractional variations in price.

I am, therefore, of opinion that the application should be dismissed.

Chief Commissioner Mabee concurred.



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Application The Canadian Piano & Organ Manufacturers' Association C. L. Minimum Weight on Pianos.

The Canadian Piano & Organ Manufacturers' Association applied, under Section 321 of the Railway Act, for the classification of musical instruments.

Judgment, Assistant Chief Commissioner Scott, March 9th, 1911.

The Applicants asked for a reduction of the minimum weight for carload shipments of musical instruments in refrigerator cars from 12,000 to 10,000 lbs.; or, in the alternative, for a direction to the railway companies to install heaters in box cars in which musical instruments are shipped during the colder months.

The application was received on the 2nd of December, 1910, and heard at a sittings in Toronto on the 12th of that month. At the request of the applicants the matter was allowed to stand until they had an opportunity of putting in a further submission. On February 22nd, 1911, a further statement from the applicants amplifying the evidence tendered at the hearing was received.

The minimum weight of 12,000 lbs. on musical instruments in carlots is provided by item 8, page 59, of Canadian Classification No. 15. It is admitted by the Applicants that they can load sixteen pianos in an ordinary box car and the aggregate weight of these pianos exceeds the minimum provided, but they state that not more than ten pianos can be placed in a refrigerator car, and in such case the weight of the carload is less than 10,000 lbs.

It is apparently necessary during some of the winter months when shipping pianos to the West to ship them in a refrigerator car, or in a box car with a special heater; otherwise the pianos are likely to become injured by the varnish checking or the veneer warping due to climatic conditions. During the rest of the year, pianos move in box cars without artificial heat and without injury from the frost. Therefore, the Application is confined to shipments during the winter months only.

It is contended by the Applicants that for some time special heaters have been put into box cars by some of the railway companies with shipments of pianos to the West during winter weather; and they say that if this practice, which has recently been abolished, were re-established they would be satisfied. On this point, Mr. Pullen on behalf of the Canadian Freight Association gave the following evidence:—

“There is a small apparatus called I think the Economy Heater, a small oil stove which is put in the cars occasionally to furnish some little heat and prevent the goods from freezing. But it was never the idea of the railway managers to furnish Economy Heaters for the protection of Pianos. We had no knowledge that it was done until a comparatively short time ago.”

THE ASSISTANT CHIEF COMMISSIONER: “Why is it done in connection with refrigerator cars and not box cars if it is a thing that ought to be put in anyway?”

MR. PULLEN: “It ought not to be put in. It was done owing to the over-zealousness of agnts who were strongly competing for business. Some railroad wanted to offer a competing condition, to offset some disadvantage and take the business from a rival. Some accidents occurred from the toppling over of these oil stoves and the burning of the car contents and so far as possible their use was prohibited. They prohibited their use in the case of pianos. They might permit them in a car of oranges, perishable freight that won't stand the trip across the northern country in winter.”

Since the railway companies have seen fit to withdraw this special privilege or consideration which they furnished to shippers, I do not see any provision of the Railway Act which would authorize the Board to order the companies to re-establish it. Paragraph (C) of ss. 3, of Sec. 317 of the Railway Act provides that:



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“No company shall, subject any particular person, or company, or any particular description of traffic, to any undue, or unreasonable prejudice or disadvantage, in any respect whatsoever.”

In discontinuing the practice of supplying special heaters for box cars, I do not think the companies are violating this provision of the law. The musical instrument manufacturers have eight months of the year to send their shipments forward in the standard box car, and if because of the special frailty of their commodity special facilities are required during winter months, these special facilities can be obtained by the use of refrigerator cars, and therefore it would be unreasonable to require the railway companies to equip their box cars with special heaters, which one can readily see might be the cause of fire and occasion considerable damage thereby, not only to the rolling stock of the company but to the commodities of other shippers.

In a letter from Mr. Jones, a manager for the Mason & Risch Piano Company, addressed to his firm in Toronto, put in as Exhibit “D” by the Applicants with their letter dated February 21st last, he states in complaining of the injury to pianos shipped to the West in a box car—

“Two heaters in car, but no attention given to them after leaving Toronto, as car upon arrival here had original Grand Trunk seals.”

Evidently these heaters require attention en route, so that in addition to the cost and danger of fire in installing these heaters the railway company to insure that the heaters work satisfactorily would have to have an employee attend to them at divisional points. Unless special remuneration were charged for such a service, I do not think it would be reasonable for the Board to order it. I am, therefore of the opinion that, that feature of the Applicant's request should be refused.

The alternative relief which the Applicants ask for is, the reduction of the minimum on car lots of musical instruments from 12,000 to 10,000 lbs. when refrigerator cars are used. The provision for a minimum weight of a carload is provided by the railway companies to insure a reasonable return to the company in the way of revenue for its services in moving a commodity which has the exclusive use of the car. It should be based of course upon what would be a fair load for the car, but in many instances commodities which move in carlots are not of an aggregate weight equal to the minimum provided by the railway companies. Pianos as bulky and are shipped standing upright. Only ten pianos can be put in a refrigerator car, but there is a large space between the top of the piano and the roof of the car which is vacant. If this space were filled by pianos being piled one on top of the other, the minimum weight would undoubtedly be exceeded; but because of the fragile nature of the article the shippers in their own interests prefer to ship the instruments as I have stated.

These refrigerator cars are more expensive to build than the ordinary box cars, and because of their construction and being specially heated, pianos can be moved in them without injury from the weather during winter. The providing of this special equipment for musical instrument manufacturers who desire to ship during the winter months is a special advantage for which it is not unreasonable for the railway companies to expect remuneration, and this remuneration is secured to them by their providing for the 12,000 lb. minimum, which necessitates the shipper paying for about 2,000 lbs. more freight than he actually ships.

Under these circumstances, I think it is not unreasonable for the railway companies to be paid on the basis of a 12,000 lb. minimum, and I am therefore of the opinion that this application should be dismissed.

Chief Commissioner Mabee and Commissioners Mills and McLean concurred.

Application of H. E. Ledoux Company, Winnipeg, Manitoba. Carload Rating on Cigars.

The H. E. Ledoux Company of Winnipeg, in the Province of Manitoba, applied for carload classification on shipments of cigars.



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Judgment, Assistant Chief Commissioner Scott, March 9th, 1911.

This application was heard at the sittings in Montreal on the 24th of January last. Mr. Ledoux manufactures cigars in Montreal and ships them to Winnipeg to a distributing warehouse in that city. It was stated at the hearing by Mr. Walsh, who appeared for the applicants, that the applicants would ship between eight and twelve carloads of cigars from Montreal to Winnipeg annually. These movements would be made possible, because of the peculiar practice followed by the applicants of manufacturing in Montreal and shipping direct to their warehouse in Winnipeg. There is no evidence that any other manufacturer of cigars in the east would ship any number of carloads westward if this application were granted. Mr. Walsh stated that there were other manufactureres interested in the application, and he mentioned the George Tuckett Company, of Hamilton, and the Rock City Tobacco Company of Quebec. Speaking of the former Company, he says they would move a few cars a year; and of the Rock City Tobacco Company, that they would probably move one or more cars, but he would not say how many.

At first blush it does not appear reasonable that an application for a car-lot rating should not be granted where it is established that there would be car-lot movements of the commodity in question. However, consideration must be given to the effect the granting of such a request would have upon the business of other manufacturers of cigars, and also upon the revenues for the movement of such a commodity on the railway companies. Although we were not given very satisfactory evidence on the volume of the cigar traffic to the west, I think it can be fairly assumed that the shipments that would move in car-lots would be a small percentage of the traffic. Other manufacturers of cigars in the east who do not carry on their business in the same way as the applicants and who have no need of a car-lot rating, as they do not and would not ship in car-lot quantities, would be discriminated against by the preference which such a rating would give the applicants. Before such an application of this kind should be granted, I think it should be satisfactorily established, that a fair percentage of the traffic would move in car-lots. There is no such evidence before us. In fact, I think it is quite clear that apart from Mr. Ledoux's shipments, and perhaps a few cars of one or two other manufacturers, the bulk of the traffic would move L. C. L.

Then I think we should consider the effect the granting of this application would have upon the revenues of the railway companies. Cigars are a luxury. They are now rated L. C. L. first class. There is no complaint that the rate is excessive. The effect of granting the application would be to reduce the railway companies' revenue for moving such quantity of the commodity as would go in car-lots 47½ per cent; that is, if a car-lot rating of fourth class, as is asked, were granted. If the application were granted, it might well be contended that other luxuries now rated at first class should receive similar reductions in rates.

I therefore think that, until the Board is satisfied that the establishment of a carload rating on cigars would result in a substantial percentage of the traffic moving that way, and that it would be taken advantage of by a reasonable number of those in the trade, the application should be refused.

Chief Commissioner Mabey and Mr. Commissioner McLean concurred.  
Grand Trunk and Niagara, St. Catharines & Toronto Railway Companies.

The Grand Trunk Railway Company applied, under Section 229 of the Railway Act, for an Order authorizing the installation, maintenance, and operation of a full interlocking plant where its tracks cross the tracks of the Niagara, St. Catharines & Toronto Railway Company between Clifton Junction and Stamford, in the Province of Ontario.

By its Order the Board directed that "Hayes" derails be installed at the said crossing in the track of the electric company on opposite sides of the diamond, each one hundred and fifty feet distant therefrom; the whole to be interlocked and operated by a day and a night watchman.



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Judgment, Chief Commissioner Mabey, April 19th, 1910.

When this application was before the Board for consideration, and when the Order of the 17th February, 1910 (the terms of which are now in dispute), was made, the Board had not been informed of the exact terms of the contract made between the Grand Trunk and the St. Catharines and Niagara Central Companies, dated 1st of August, 1887. In my judgment this contract affects the application and the Order in question.

The Chief Engineer thought that the protective device referred to in the Order was sufficient, and in spite of the persistent protest of Counsel for the Grand Trunk Railway Company, the Board adopted the recommendations of its Engineer. Now, however, when the contract is produced, under clause 3, the St. Catharines and Niagara Central Railway Company, in that contract, called the "Niagara Central," agreed with the Grand Trunk that it would "forthwith construct, provide, keep, and maintain the crossing of the description, pattern, and form, from time to time required by the General Manager for the time being of the Grand Trunk and to his entire satisfaction, the description, form, and pattern of crossing to be such as shall from time to time be approved of by the Railway Committee of the Privy Council of the Dominion of Canada."

Clause 11 is as follows:—

"That if at any time the 'Niagara Central' neglect to maintain or keep the crossing in proper order to the satisfaction of the Chief Engineer of the Grand Trunk for the time being, said Grand Trunk may cause such repairs or maintenance as the case may be, to be done as the said Chief Engineer for the time being may from time to time consider necessary for the safety of the said crossing and of the trains and Engines passing on the line of the Grand Trunk, and the public using said Railway, and the cost of so doing shall be paid by the 'Niagara Central' on demand, on presentation of the certificate of the said Chief Engineer of the Grand Trunk stating the amount of said cost, and said certificate shall be taken and held to be conclusive evidence of said cost, and if payment is not made on presentation of the said account to the Chief Executive Officer of the 'Niagara Central,' in any and every case, the Grand Trunk shall have the same power and rights as in case provided for in the next preceding section of this agreement."

The section referred to gives the Grand Trunk authority, in the event of accounts not being paid, to remove the crossing and the man employed to attend to the signals, under which circumstances the rights granted by the contract cease and are at an end.

Now it seems to me that the Junior Road (the Niagara Central), having entered into the above agreement, under which it bound itself to keep and maintain this crossing, in such condition, pattern, and form as required by the Grand Trunk, the Board should not cut down the terms of that agreement. Of course, it might be that if the Grand Trunk did not require the safety devices and protective measures at this crossing that the Board thought were necessary, then the latter might, in the interests of the public, require additional protective measures to be established and put in operation; but in the case in hand the Junior Company has placed itself entirely in the hands of the Senior Company, and the Senior Company now says that it insists upon a full interlocking plant being installed. The Niagara Central is bound, under the terms of this agreement, to install and maintain such a plant. It is for the Senior Company to say what the standard of protection shall be at this crossing; and even if the Board were of the opinion that the protection required by the Senior Company was greater than necessary, in my judgment it should leave the parties who made the agreement to the rights contracted for under it.

In view of this state of facts the Order above referred to should be rescinded, and the Junior Road should be required to furnish the protection called for by the Senior Road under the terms of the agreement.



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Assistant Chief Commissioner Scott and Mr. Commissioner Mills concurred.

Dominion Park Company of Montreal v. the Bell Telephone Company of Canada.

The Dominion Park Company complained that the Bell Telephone Company charged excessive rates for the use of telephones installed at Dominion Park, in the City of Montreal.

Judgment, Mr. Commissioner McLean, April 27, 1910.

The Dominion Park Company has had installed at Dominion Park the following telephone equipment:—

- 1 desk telephone paid for at yearly rate.
- 3 desk telephones paid for at short term rates.
- 2 extensions paid for at short term rate.
- 1 pay station with a minimum guarantee of \$22.00 per month.

There is no complaint regarding the telephone which is paid for on a yearly rate of \$117.00. It is true that this sum was paid during the year 1909 is \$2.00 in excess of that paid during 1908, but additional charge is made because of the change from a wall to a desk telephone.

The rates in force during 1909 are attacked as unreasonable, both because they are in excess of those charged in 1908 and antecedent years, and because certain elements of the charges are alleged to be unreasonable in themselves.

The complaints made in regard to excessive rates are three in number. It is contended that the following charges are excessive:—

- 1. \$88.50 for four month's use of a desk telephone.
- 2. \$12.00 for four month's use of an extension.
- 3. A minimum guarantee of \$22.00 per month at the pay station.

The consideration of the matter is complicated by the fact that prior to 1909 the Bell Telephone Company charged the Park Company lower rates for some of these services. These are set out comparatively as follows:—

	1908.	1909.
Wall telephone.. . . . .	\$60 00	.....
Desk Telephone.. . . . .	60 00	\$88 50
Extension.. . . . .	12 00	12 00
Pay Station guarantee. . . . .	15 00 per month.	22 00 per month.

It is contended by the Telephone Company that the rate increases during 1909 are due to the application of an erroneous rate base in 1908 and preceding years.

Reference to the charge made for the telephone paid for on a yearly rate will show how the rate of \$117.00 is arrived at, and will indicate the basis on which the short term contracts are calculated. The charge within the City of Montreal, for a business desk telephone is \$57.00 annum. Dominion Park is three miles beyond the nearest exchange limits. Under its tariff the Telephone Company charges \$20.00 per mile for this excess mileage. This gives a total charge of \$117.00 per annum.

The rule for the calculation of the short term charges was set out in the C.R.C. 1435 as follows:—

“Individual or Exchange Party Line on line of existing pole routes, charge computed on  $\frac{2}{10}$  of yearly rate for first month and  $\frac{1}{10}$  of yearly rate for each additional month. Minimum charge not to be less than \$10.00.”

The Park Company states that its short term rate from 1906 to 1908 inclusive was \$60.00 This is not disputed. As has been seen, the Telephone Company sets out in its tariff a charge of \$20.00 per mile for excess mileage. It is alleged by the Telephone Company, that, contrary to its intention when the sort term rates were published, its officials at various points, those at Montreal included, applied the short term rates not only to the service charges, but to the excess mileage charges as



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well. It is further alleged that there was no uniformity in this respect, and that at some points the Company's officials interpreted the tariff as not applicable to excess mileage. But while this interpretation is alleged to have existed at Montreal, it does not appear that the actual charge of \$20.00 had a tariff basis. The yearly rate for a desk business telephone in the City of Montreal being \$57.00, five-tenths of this, which would be the tariff charge for four months gives \$28.50; add to this five-tenths of the excess mileage charge at \$20.00 per mile, and the total would be \$58.50. There is a further discrepancy in the case of wall business telephone used during 1908. The annual rate for this in the City of Montreal is \$55.00. The short term rate computed as above gives a charge of \$57.50.

It is apparent that while the wording of the short term provision of the tariff lent itself to the construction alleged to have been placed upon it, no tariff basis existed for the rates actually charged.

To correct the aberrancy of its officials in Montreal and various other points, Supplement No. 1 to C. R. C. 1435 was issued on September 1st, 1907. This stated that:—

“Individual or Exchange Party Line service may be furnished by the  
“month where there are available spare circuits. Charge to be computed on  
“two-tenths of the yearly rate for the first month and one-tenth of the yearly  
“rate for each additional month, plus the full yearly charge for excess mileage,  
“should subscriber be located beyond exchange limits, the minimum charge  
“not to be less than \$10.00.”

In terms of this tariff direction, the charge for four month's service of a desk business telephone would be \$28.50, plus the charge for the excess mileage at \$20.00 per mile, being a total charge of \$88.50.

The Montreal officials were singularly inattentive to the foregoing direction for, having become accustomed to a short term charge of \$60.00 they continued it during 1908, notwithstanding the fact that it was contrary not only to the terms of the circular, but also to the interpretation they are alleged to have placed on the tariff provision which the circular superseded.

The charge of \$88.50 is now in accordance with the tariffs legally in force. No dispute is raised regarding the service charge. There remains the question of the excess mileage charge.

Counsel for the Park Company did indeed animadvert upon the reasonableness of the general excess mileage charge saying:—

“The annual charge of \$20.00 a mile for stringing a wire on Poles already  
“existing it seems to me is pretty excessive.” (Evidence, p. 899.)

But the reasonableness of this charge *per se* was not attacked, no evidence being introduced looking in this direction. He had already stated that the charge for the telephone paid for on a yearly rate was not in issue. (Evidence, p. 884.) In this charge the excess mileage charge is a constituent element. The gravamen of his contention was, in reality:—

“that the short term rate should apply even to this mileage charge . . . .”  
(Evidence, p. 898.)

I cannot see that the arrangements existing in regard to short term service charges can justifiably be extended by analogy to the excess mileage charges. The statements in evidence were to the effect that, the service involved running two wires from the East Exchange near the corner of St. Catharines Street to Dominion Park and keeping these wires up throughout the year for the exclusive use of the Dominion Park Company since there is no other use for them after the Park is closed. But what the evidence did not make clear and what is apparent in view of the fact that this is not a party line service is that there are two wires for



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each telephone, or ten wires in all that have to be installed and maintained. The excess mileage is charged on a portion of three miles. In the case of the telephone instrument the cost is covered in the first charge. But in the case of the wires covered by the excess mileage there are continuing maintenance charges. It is true that four of these telephones are disconnected at the end of the season, the one on which a yearly rate is paid being kept in service so that the caretaker may from time to time communicate with the city offices of the Park Company. But the disconnection of the telephone does not lessen the maintenance charges of the wires. It is also established that on the average, the cost of maintenance for the short period will not be less than for the year. If under these conditions the peculiarities of the business of the Park Company are such that it does not make use of the extra circuits throughout the whole year, I do not see when these are reserved for its exclusive use why a reduction should be made in respect of excess mileage charges.

## INCREASE OF GUARANTEE FOR PAY STATION.

Prior to and including 1908, the Park Company was obliged to guarantee that tolls paid would not be less than \$15.00 per month; 25 per cent of the receipts in excess of this amount was to be paid to it. Under the contract which the Park Company entered into with the Telephone Company on May 12th, 1909, the former was required to guarantee a minimum of \$22.00 per month, and was to receive 25 per cent of the local tolls in excess of this guarantee and 10 per cent of the long distance tolls, exclusive of messenger service. Regarding this increase in the guarantee, the Park Company states that the receipts of the pay station during 1908—

“averaged about \$22.00 per month during the season the Park was open, and  
 “our Company received 25 per cent of the receipts above the guarantee of  
 “\$15.00; and this arbitrary advance in the amount of the guarantee is evidently  
 “intended to cover the expected receipts from the service based on those of last  
 “season.”

The rejoinder of the Telephone Company is as follows:—

“The reason for this increase is that the guarantee for pay station conforms  
 “to the rental charge, and as the Park Company is only open for four months,  
 “a guarantee of \$22.000 per month corresponds with a rental of \$88.00 per  
 “annum in the same way as the former guarantee of \$15.00 per month corre-  
 “sponded with the former rental charge of \$60.00 per annum.”

It is necessary to discuss the merits of the allegations above set forth.

The Railway Act, Subsection 29 of Section 2, defines telephone toll as follows—

“Telephone toll means and includes any toll, rate or charge to be charged  
 “by the company to the public or any person for the use of a telephone system  
 “or line, or any part thereof, or for the transmission of a message by telephone.  
 “or for the installation and use of telephone instruments, lines or apparatus, or  
 “for any service incidental to a telephone business.”

And the provision that must be met before such toll or tolls can become operative is set out in Subsection 2 of Section 4 of the amending Act of 1908 (7-8 Edward VII, Chap. 61.)

“The Company shall file with the Board tariffs of . . . . . telephone tolls  
 “to be charged . . . . . and the company shall not charge, and shall not be  
 “entitled to charge any . . . . . telephone toll in respect of which there is  
 “default in such filing. . . . .”



To bring the agreement between the Telephone Company and the Park Company within the scope of the toll clauses, in respect of the pay station telephone, it would be necessary for the Park Company to stand within one or both of the following provisions of Subsection 29 of Section 2:—

“(a) Toll, rate or charge to be charged by the company to the public or any person for the use of a telephone system or line . . . .”

“(b) or for the installation and use of telephone instruments. . . .”

The agreement does not fall within the first of these provisions for it is clear that the Park Company is not “the public or any person” charged. The pay station is not used by the Park Company, its telephonic communications being carried on by means of the other telephones already referred to. Nor can it be established that the agreement falls within the second provision, since the “installation and use” are not separate but conjoint, thus indicating that the use is by those for whom the installation is made.

It cannot, therefore, be reasonably contended that any toll is being charged the Park Company for the use of this pay station. The Park Company is interested in the use of this telephone only in so far as it may either obtain an indirect advantage to its business through enabling its patrons to utilize this facility or a direct advantage through participating in the takings of the pay station. The real objection of the Park Company is, that under the new agreement its revenues from the pay station will be much decreased if not entirely eliminated. It is admitted by it that throughout the takings at the pay station have been at least equal to the guarantee.

The question of the terms on which the Park Company will permit the pay station to be installed depends upon a contractual relationship which does not fall within the terms of the jurisdiction conferred upon us in respect of telephone tolls. It is also apparent that the agreement setting out these terms does not *qua* agreement fall within our jurisdiction.

It does not appear from the agreement between the Telephone Company and the Park Company what toll is charged for a message sent from the pay station in question. The Telephone Company has on file with the Board in C. R. C. 3 a Standard Tariff of Local Tolls which sets out the following:—

Exchanges of less than one thousand subscribers. . . . .	5 cents.
Exchanges of one thousand subscribers or over. . . . .	10 “

It may be that this covers the question of pay station messages, although this Tariff does not clearly set this out. In view of the fact that this point was neither raised nor discussed at the hearing, it does not at present seem expedient to issue any order in the matter. But the Telephone Company should, within fifteen days from the issuance of this Judgment explain in exact detail just what is covered by this tariff.

For the reasons stated I cannot see how the board can interfere as far as the terms of the pay station contract between the Park Company and the Telephone Company are concerned.

#### EXTENSION SERVICE.

Under its tariff C. R. C. No. 1435, the Telephone Company provides in substance that an extension L. D., wall or desk equipment set may be furnished for a period of three months, or less, for \$5.00. For any longer period the yearly rate is charged. The yearly charge for a desk extension set, the type used by the Park Company, is \$12.00. Counsel for the applicant contends that as this extension is being used for only four months, the charge should be one-third of the annual charge. This contention was not, to my mind, affirmatively established. At the same time it appears that the conditions in connection with these extension services are sufficiently akin



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to those in connection with the telephone instruments themselves to warrant the application of the short term rates. It would, therefore, appear reasonable to say that the charge should be two-tenths of the yearly rate for the first month, and one-tenth of the yearly rate for each additional month, with a minimum of \$5.00. This will make a short term charge of six dollars for a four month's service.

Chief Commissioner Mabee concurred.

Niagara, St. Catharines & Toronto and the Canada Southern and Toronto, Hamilton and Buffalo Railway Companies.

The Niagara, St. Catharines & Toronto Railway Company applied, under Sections 167, 237, and 227 of the Railway Act for (a) the approval of the revised location of its line of railway through certain concessions in the Township of Crowland, County of Welland, between mileages 11.53 and 13; (b) for authority to construct certain highway crossings in the said Township, and (c) for leave to cross the tracks of the Canada Southern and the Toronto, Hamilton and Buffalo Railway Companies.

Judgment, Chief Commissioner Mabee, May 18th, 1910.

On the 3rd of February an Order was made in this matter granting leave to the Applicants to cross the lines of railway of the Canada Southern and the Toronto, Hamilton and Buffalo Railway Companies at the point marked "A" on the plan filed. This Order was granted upon the report of the Board's Chief Engineer, who had been inspecting the location of the line and the point of crossing of the Grand Trunk and also certain highways in the vicinity. Representatives of the Toronto, Hamilton and Buffalo and the Michigan Central Railways were present when the inspection was made, although at that time there was no formal application on file with the Board to cross the lines of these latter Companies. Acting upon the report of the Engineer the Order of the 3rd of February was inadvertently made, as at that time the answers of the two latter companies to the application had not been filed. Later on, when the position of the matter was pointed out, a hearing was directed and that took place at Toronto on the 22nd March, when the matter was fully presented by the Chief Engineer of the Michigan Central Railroad Company, Mr. Shearer, Division Superintendent of the Michigan Central Railroad Company, and by Mr. Adams for the Toronto, Hamilton and Buffalo Railway Company.

The Applicants have their route map through the vicinity in question approved by the Minister of Railways and Canals. They have a charter for the construction of a railway from St. Catharines to Welland. To connect these points they must pass the locality in question. It is agreed that if there must be a level crossing, the point "A" upon the plan is the only practical point at which said crossing shall be established. It is also admitted that it is impossible for the Applicants to carry their line under the lines of the other two railways, owing to the proximity of the Welland Canal. The Applicants, then, must either cross at grade or by means of an overhead bridge.

Since the hearing I have carefully gone through all that was presented to the Board, and have discussed the matter fully with our Chief Engineer. I have also gone over with him all the points referred to in the letter of Mr. Webb, Chief Engineer of the Michigan Central Railroad Company, addressed to me and dated the 23rd of March; and although it is with hesitation, so far as I am concerned, that I consent to a level crossing, I feel driven to do so by reason of having formed the opinion that an overhead bridge is impractical, not only on account of the expense, but on account of the two per cent grade that would be necessary to carry the lines of the Applicants over the other lines by means of such a bridge.

Mr. Mountain assures me that the point taken in the letter of Mr. Webb above referred to, regarding the installation of a half-interlocker within the limits of a full interlocker, has no application, because he is not proposing to establish a half-



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interlocker upon the lines of the Electric Road. He also assures me that it will not be necessary to establish an electrical plant, but that the whole of this interlocking device can be operated mechanically by the man in the tower from the point where it now stands. He also further assures me that any delay or inconvenience in connection with the crossing will be imposed upon the Applicants and not upon either of the steam roads. The man in the tower will be the employee of the steam railways, and will have entire charge of the interlocking device, and there should be no unreasonable danger to the public by reason of this level crossing.

Mr. Shearer, at the hearing, took the point that the Applicants would object seriously to the delay of their cars, and that within three months after this crossing was established they would be protesting against any delay by the trains of the steam railways and would be applying to the Board for relief.

I am assenting to this crossing upon the understanding that whatever inconvenience may arise is to be suffered by the Electric Railway, because our Chief Engineer assures me that it must so result.

The matter has been considered as if the Order of the 3rd of February had not been made, and from all the information I am able to gather regarding the situation, it seems to me there is no alternative but to permit the Applicants to cross as the Order of the 3rd of February permitted them. The fourth clause, however, must be changed so that the detail plans shall be submitted to the two steam railways by the Applicants, and also to the Board for the approval of its Chief Engineer.

The question of cost of the additional interlocking plant will be reserved, and also the expense connected with its operation until after the approval of the detail plans, so that the Board will understand just what additional expense this crossing means not only in the installation of the plant, but in its operation. The better course to pursue is to rescind the Order of the 3rd of February and let a new Order be drawn dated the 22nd March, the date of the hearing, with the amendments above indicated, and also reciting the presence of Counsel for the steam railways.

#### Winnipeg Board of Trade v. Telegraph Companies.

The Winnipeg Board of Trade and the Winnipeg Grain Exchange complained against the Telegraph Companies on account of rates on messages into and out of the City of Winnipeg.

Judgment, Assistant Chief Commissioner Scott, June 11, 1910.

At the sitting of the Board in the City of Winnipeg, which commenced May 12th, 1910, the complainants herein submitted that the tolls charged by the Telegraph Companies under the jurisdiction of the Board for messages into and out of Winnipeg, were unreasonable, excessive, discriminatory, and in some instances had recently been increased. The complainants were not prepared to make any specific charge, nor would they at the time undertake to embark upon an investigation of the reasonableness of the telegraph tolls on messages into and out of Winnipeg, although an opportunity to do so was offered to them. Counsel for the complainants would go no further than to urge that a general investigation into the reasonableness of all telegraph tolls should be undertaken by the Board, similar to the general investigation of the rates charged by Telephone Companies and Express Companies. The Telegraph Companies opposed the suggestion of a general investigation and submitted that specific charges of undue preference or unjust discrimination should be made by the complainants. Telegraph tolls have only recently been brought under the jurisdiction of the Board; and since that time there has not been an investigation into the reasonableness of any telegraph tolls, other than those on messages for newspapers, which the Board has now under consideration. A great deal of labour has been expended and much time spent in the general investigations into telephone tolls and express tolls, which were embarked upon sometime ago; but neither



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of them is yet completed. The experience of the Board in these cases is not favourable to general investigations. They are apt to be cumbersome and generally unsatisfactory, nevertheless, I think that an investigation of some specific telegraph tolls will be in the public interest and of some assistance to the Board in dealing with telegraph tolls in the future.

When this matter was before the Board at the recent sitting in Winnipeg, we stated that some investigation of the rates into and out of Winnipeg should be held; but we reserved our decision as to what form the inquiry would take. I am now of the opinion that an investigation should take place at the next sitting of the Board in Winnipeg, into the fairness and reasonableness of the tolls charged by Telegraph Companies for messages between Ontario and Quebec points and Winnipeg, and between Winnipeg and points in Manitoba, Saskatchewan, Alberta and British Columbia.

An application has been made to the Board by the Canadian Pacific Railway Company and the Great North Western Telegraph Company for approval of their tariffs of tolls pursuant to Subsection 2 of Section 4, Chapter 61, of the Statutes of 1908; but these tariffs have never been approved. Under these circumstances, and in view of the fact that it is not the present intention of the Board to hold any general investigation into telegraph rates, I think that the Companies doing a telegraph business in Winnipeg should be called upon to justify the reasonableness of their rates into and out of Winnipeg so that at the meeting in September the onus of satisfying the Board that these rates should be approved will be on the Telegraph Companies.

If the Applicants wish to appear in opposition to the Telegraph Companies they will be heard.

Mr. Commissioner Mills concurred.

The question of the approval of these telegraph tolls was considered at a sitting of the Board held at Winnipeg, September 23, 1910. A further general inquiry into these tariffs of tolls of telegraph companies and the settlement of proper forms for telegraph companies to use will be held at Toronto, April 24th, 1911.

## DESILETS VS. GRAND TRUNK RAILWAY COMPANY.

The Applicant, Thaddee Desilets, of the Parish of St. Celestin, in the County of Nicolet, Province of Quebec, applied, under Sections 252 and 253 of the Railway Act, for an order directing the respondent company to provide and construct a suitable crossing where its railway crosses the Applicant's farm.

Judgement, Chief Commissioner Mabee, July 13th, 1910.

Notwithstanding the clause in the deed referred to by Mr. Beckett, which by the way is not at all clear or definite, there is authority conferred upon the Board to grant this crossing, if it appears reasonable that the applicant should have one. As matters stand the applicant's farm is cut in two and he has no access to the southerly part. It is true this is caused by his severing the lot and conveying a portion to his son, upon which the original crossing was. The portion conveyed contained 56 arpents and that retained, 60 arpents and it is for the later the new crossing is asked. In one view the applicant is entirely to blame—he had a crossing, he conveyed it away, retaining a portion of his holding, severed by the railway. The latter was in no way to blame for this state of affairs, and railways cannot be expected to furnish crossings for every strip of land no matter how narrow it may be. However, in the present case the portion retained is substantial and I think it is not unreasonable that a crossing should be established at a convenient point upon the applicant's land.



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We were asked to say what would be the smallest parcel of land a crossing would be granted for. It is impossible to do so. Each of these cases will have to be disposed of upon its own facts.

Order to go for a crossing to be established and maintained at the expense of the applicant. If the parties cannot agree upon location same will be fixed by the Chief Engineer.

### BIRTLE AGRICULTURAL SOCIETY OF MANITOBA

v.

### CANADIAN PACIFIC AND GRAND TRUNK RAILWAY COMPANIES.

The Birtle Agricultural Society complained to the Board against an increase in the rates on wheat at points on the Yorkton Branch of the Canadian Pacific Railway Company, and excessive charges on wheat at certain points on the Grand Trunk Pacific Railway, and applied for an Order directing the Canadian Pacific Railway Company to appoint and maintain a permanent agent at Kelloe on its Yorkton Branch.

Judgment, Assistant Chief Commissioner Scott, July 30, 1910.

This case was heard at sittings of the Board in Winnipeg on the 12th and 13th of May, 1910; and after due consideration of the evidence given at the hearing, the presentation of the case by the representative of the Complainant Society, the statements and explanations of representatives of the Canadian Pacific Railway Company, and the report of the Chief Traffic Officer of the Board, we are of opinion that the said Railway Company did not succeed in justifying the advance in rates made on the 15th of June, 1908; and, therefore, our judgment is that the 16-cent rate complained of should be disallowed and the former rate of 15 cents from Harrowby, Millwood, Binscarth, Foxwarren, and Birtle, to Fort William and Port Arthur be restored.

The line of the Grand Trunk Pacific Railway from Winnipeg to Fort William or Port Arthur is not yet open for traffic. The traffic which it carries from Una and other points west has to be transferred to the Canadian Northern Railway or the Canadian Pacific Railway at Winnipeg. Hence we are of opinion that this part of the complaint should be allowed to stand until the line from Una to Fort William or Port Arthur is regularly opened for traffic, at which time it may be revived by the Applicant Society.

After an inquiry as to the traffic and the returns therefrom at Kelloe, the Canadian Pacific Railway Company has given instructions for the appointment of a permanent agent at that point (See letter of Mr. E. W. Beatty, dated June 7th, 1910); so no further action under this head is necessary.

Mr. Commissioner Mills concurred.

### EUREKA COAL AND BRICK COMPANY

v.

### THE CANADIAN PACIFIC RAILWAY COMPANY.

Complainants alleged discrimination in rates on coal from Estevan and also discrimination in switching charges on coal at Estevan, in favour of shippers at Roche Percee and Bienfait, and applied for an Order reducing the rate on coal from Roche Percee to all points east on the Canadian Pacific Railway Company's line to the rate now charged on the same commodity from Bienfait to all points



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east on the said railway, and for an Order removing the switching charge of \$2.00 per car now exacted from the said Roche Percee Coal Mining Company, and for an order rebating all overcharges already paid by applicant.

Judgment, Mr. Commissioner McLean, August 11th, 1910.

At the sitting of the Board of Regina in February, 1909, the application of the Eureka Coal and Brick Co. of Estevan was heard. Certain recommendations in the matter were subsequently made by the Board's Chief Traffic Officer. The Western Dominion Collieries Company, Bienfait, had not been made a party to the application. The Board upon further consideration of the matter concluded that, since the interests of the Western Dominion Company, as well as of others not represented at the Regina meeting, were affected, the matter would have to be postponed until all were joined as parties. Subsequently on the application of the Roche Percee Coal Mining Company, Limited, the matter was gone into at greater length at the hearing in Winnipeg in November, 1909, when the Western Dominion Collieries Co. and the Eureka Coal and Brick Co. were represented by counsel.

By referring to the map attached it will be seen that the coal mining points of Bienfait, Estevan, Roche Percee and Pinto are situated on or adjacent to the lines of the Canadian Pacific in a section traversed by the Valley of the Souris River; Estevan is situated on the Portal Section of the Canadian Pacific Railway at a point of connection with the Estevan Section. The Portal Section runs from the International Boundary at Portal to Pasqua; and the Estevan Section runs East from Estevan to Kemnay on the main line near Brandon; Bienfait is on the Estevan Section and is the shipping point of the Western Dominion and of the Manitoba and Sackatchewan Coal Companies Collieries; between Estevan and Portal are located two other coal shipping points, Roche Percee and Pinto.

Bienfait is 8.61 miles east of Estevan while Roche Percee and Pinto are respectively 10.23 miles and 14.98 miles south east of Estevan. While the railway distance from Roche Percee to Bienfait is 18.84 miles, the air line distance is about 3 miles.

From the statement of distances given and from the general situation as indicated on the map it would at first glance appear that the general situation was one which should be covered by a group rating. While statements of the direction of the coal movement are not available for all the points, it would appear that the bulk of the movement is eastbound. It was stated in evidence that 77% of the Roche Percee output and 70% of the Estevan output moved eastbound.

The rate from Bienfait east is 10 cents per ton lower than from Estevan and the other points on the Portal Section affected in the complaints before us. The rates for coal from Pinto Roche Percee and Estevan are grouped east and west; while Bienfait has a differential of 10 cents eastbound it is in the same group as Estevan westbound. Estevan while not wholly complaining of the eastbound differential enjoyed by Bienfait contends that a similar differential should be given to Estevan eastbound. Roche Percee contends that its eastbound rate should be the same as that given Bienfait.

Prior to 1905 all the points interested in the complaints before us were in the same group east and west and were tariffed accordingly, at the time the Western Dominion Colliery Co. reached their coal by drifting into the river bank from the valley; the coal being shipped from Roche Percee station. The Roche Percee mine is located about three quarters of a mile from Roche Percee Station and the Western Dominion Company's mine about two miles beyond that of the Roche Percee Company.

In 1905 in consideration of a rate reduction of 10c., eastbound the Western Dominion Company abandoned its system of drifting in from the valley and sank a shaft from the prairie level. Under this arrangement the Colliery Company undertook to construct its own line from the shaft to Bienfait Station, a distance



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of about four miles, to furnish its own engine and crew to move loads to Bienfait, to weigh its cars thus saving the railway the cost of weighing, and to deliver the coal to the railway at Bienfait Station. It is further to be noted that by this arrangement the railway freed itself from the haul of approximately 19 miles from Roche Percee.

As has been indicated Estevan does not seriously object to the Bienfait differential. There is however serious objection by Roche Percee which requires consideration. Reference was made during the hearing by a representative of the Roche Percee Company to the fact that the Roche Percee mine was only a short distance from that of the Western Dominion Company, but the situation to be considered is not what their geographical situation is or what is the air line distance separating them but what is their transportation situation. The fact that they were both originally shippers from the same station has no bearing on the situation now, the fact to be considered is the transportation situation and as has been indicated they are some 19 miles apart.

In addition to this the peculiar circumstances at Bienfait where there is a privately owned and operated spur and attendant relief of the railway from certain costs of haulage, go to show on the record before us that the 10c. differential is not excessive.

The Estevan application is concerned with the westbound movement. The counsel of the Eureka Coal and Brick Co. thought that not only should Estevan have the same differential westbound as it possessed by Bienfait eastbound but that the Roche Percee and Pinto rates should also be higher than those from Estevan. There is nothing before us which would adequately establish that the present group rating system from Roche Percee and Pinto works an undue preference or unjust discrimination against Estevan. The question of group rating arrangements has been much discussed not only by the Board but by other regulative bodies as well and there does not appear from the findings already made, or from the record now before us, that the railway has in respect of Roche Percee or Pinto abused the discretion which it possesses in regard to group rating.

In the consideration of the situation of the Western Dominion Company it is not necessary for us to consider whether there are any vested rights arising under an agreement, we may look at the existing transportation conditions by themselves. If the Western Dominion Company were now opening its plant near Bienfait, without, let us assume, any arrangement whereby it would perform its own switching or any other service which it has undertaken to do, there would appear to be more than a *prima facie* case for its being included in the same group with Estevan. Not only conditions of group mileage but also of competition in common markets would work to this end. If for example it is proper to continue Roche Percee 10.23 miles from Estevan, in the Estevan group, is it not justifiable also in the case of Bienfait at a distance of 8.61? There may also be borne in mind the grouping arrangement which existed when both the Western Dominion Company and the Roche Percee Company shipped from the same station. Then further the question of the gradients as between Roche Percee and Estevan and between Bienfait and Estevan might be adduced in favor of Bienfait. In view of the principle laid down in the decisions on group rating there would indeed appear to be a strong presumption in favor of Bienfait being in the same group with Estevan—a presumption which has not been rebutted.

What effect does the Bienfait differential have on the situation? It has already been indicated that this differential eastbound arises out of special conditions. In the absence of similar conditions at Estevan, I am of the opinion that the application of the Eureka Coal and Brick Company must fail.

The phases of the two complaints dealing with switching are also inter-related. At the hearing in February 1909 it was developed that the Eureka Coal and Brick Co.



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whose spur is 5214 feet in length had paid a switching charge of \$2.00 which was raised to \$3.00 and subsequently reduced to \$2.00 which is the present rate. Under date of August 5th. 1908. Mr. Peterson, Manager of the Eureka Coal and Brick Co., stated in a letter on file with the Board, that the \$2.00 rate was quite satisfactory. It was indicated at the hearing and subsequently definitely established that there was no switching charge at Bienfait because the service was performed by the Colliery Co. itself. At Pinto the miners delivered their coal at the railway yard. There was no clear evidence submitted at the hearing in February 1909, as to the exact situation at Roche Percee.

"I would recommend that the toll of \$2.00 per car charged by the railway Company for switching coal and brick from the colliery and brick yard of the Eureka Coal and Brick Co. to the station yard at Estevan, for furtherance be approved, provided that the switching from the colliery to the railway Co.'s Station at Bienfait and Roche Perce be performed by, and at the expense of the Coal Mining Companies operating at these points; but that should the railway company assume the cost of switching at Bienfait or Roche Perce, the Company shall assume the cost at Estevan also."

Owing to the imperfect record in this as well as in the rate portion of the complaint as has already been indicated, no order went.

At the hearing at Winnipeg in November 1909 counsel for the Roche Percee Coal Co. drew attention to the fact that a \$2.00 rate for switching had been imposed at Roche Percee where formerly there had been no such charge. Mr. Peters speaking for the railway also stated there never had been a switching charge at Roche Percee. A diagram field gives the length of the Roche Percee spur at 5281 feet. The Estevan and Roche Percee spurs are stated to be of substantially the same length; the grades on the two spurs are stated to be similar.

The situation as developed at the hearings before the Board is that at Bienfait the work is done by the Coal Mining Co. at its own expense; at Estevan and Roche Percee the spurs, constructed under the usual siding agreements, are operated by the railway company, and while a switching charge has been made at Estevan it is only of late that a switching charge has been made at Roche Percee when the same charge was established at both points between Estevan and Roche Percee. It appears, therefore, that hitherto a service which was charged for at Estevan was under substantially similar circumstances performed gratuitously at Roche Percee.

It was alleged at the Winnipeg hearing by Mr. Eaton on behalf of the Roche Percee Company that when the Western Dominion Company was given the 10c. differential it was agreed as between the former company and the railway that there would not be any switching charge in addition to the differential. Nothing in connection with this matter was reduced to writing; in the oral evidence submitted to the Board by the representatives of the Mining Company and of the railway there is no such evidence of mutual understanding as would bring before the Board an agreement which was capable of specific enforcement.

It was not shown affirmatively before the Board why Roche Percee was in the first instance given the switching service free. Strange as it may seem it would appear from the evidence submitted by the railway that it was unaware of the actual condition. Mr. Lanigan in his evidence at the Regina hearing was under the erroneous impression that the Coal Company itself delivered the coal at the Roche Percee Station; in his evidence at the Winnipeg hearing he stated: (Evidence: Vol. 94, pg. 12584-5).

"We operated at Roche Percee without being aware there was a siding. I have passed Roche Percee and was aware the Roche Percee Mining Company have a short spur there, but until the lease reached me at my office I was not aware there was a siding there of any great length. The other Company, what was then the Souris Mining Company, did their own switching."



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Whatever was the reason for the origin of the free switching at Roche Percee the present situation is as follows:—Estevan and Roche Percee are contiguous and competing points situated in respect of spur accommodation in a substantially the same condition.

A toll of \$2.00 which is accepted by the Eureka Coal and Brick Company as reasonable has been charged for performing a service at Estevan which until recently was performed gratuitously at Roche Percee: the latter free service was an unjust discrimination under the Act. I am therefore of the opinion that the imposition by tariff of the same switching charge at Roche Percee as is in effect at Estevan is not unreasonable.

Chief Commissioner Mabce and Assistant Commissioner Scott concurred.

#### RE ST. MARY'S INTERSWITCHING.

The Town of St. Mary's applied for an Order directing the Grand Trunk and the Canadian Pacific Railway Companies to provide interswitching facilities between their railways at the crossing point at St. Mary's.

Judgment, Chief Commissioner Mabce, January 13th, 1911.

Mr. Hardwell and Mr. Brown are both of opinion, after a careful enquiry by the latter upon the ground, that there is ample business at St. Mary's to justify the Board in requiring the Companies to establish interswitching facilities. Mr. Nixon, Mr. Mountain and Mr. Simmons are all of opinion that this interswitching should take place near the plant of the Messrs. Maxwell and not at the Horseshoe Quarry. In view of these opinions the Board has no hesitation in requiring these facilities to be supplied at the Maxwell point.

It goes without saying that this will impose hardship upon the Canadian Pacific Ry. Coy., but the one fact that "the Horseshoe Quarry spur is not kept open all winter and the Maxwell spur is" makes the location of the transfer track at the former point impossible.

The proposed location is upon Grand Trunk property and as that Coy. will obtain the chief benefit from this connection it is recommended to us that that Coy. should bear the expense, with the exception of the connection between the Canadian Pacific industrial spur and the transfer track.

The order therefore will be that the Grand Trunk Ry. Coy. at its own expense, construct the transfer track at the point and as shown upon the plan filed. That the Canadian Pacific Ry. Coy., at its own expense, make the connection between its industrial spur and the interchange track; all work to be completed and facilities for transfer to be ready for operation on or before May 15th, 1911.

Each company to maintain the portions installed by them; any difference of opinion as to location or otherwise, between the Companies to be settled by the Board's Engineer.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

#### RE GENERAL INTERSWITCHING ORDER NO. 4988.

The facts are fully set forth in the judgment of the Assistant Chief Commissioner.

Judgment, Assistant Chief Commissioner Scott, November 26th, 1910.

In an application, dated March 4th, 1910, the Board is asked by the Canadian Pacific Railway Company, the Grand Trunk Railway Company, and the Montreal Terminal Railway Company, for an Order interpreting the provisions of the Order of the Board No. 4988. and known as the General Interswitching Order, dated the 8th day of July, 1908.



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Counsel for the Applicants, and representatives of the Montreal Board of Trade and the Canadian Manufacturers' Association, were heard at the Traffic Sittings at Ottawa on the 22nd of June, last.

The object of having a general interswitching order is to make the rate for the performance of an interswitching service uniform on all railways under the jurisdiction of the Board, no matter what the extent of the movement (provided it is within the limit mentioned in the Order), or the time or labour required in performing it. The Order enables the shipping public and the railway companies to know exactly what service must be performed as interswitching, how much the company that performs the service is to receive, and how much the shipper or consignee is to pay for it. At some points, on account of local conditions, the provisions of the Order are not as advantageous to the railway companies as they are at others, and in some cases one railway company may have to do more than another to earn the toll; but such conditions may, to some extent, be inevitable under a general order made to apply everywhere; and there is a certain amount of reciprocity in the working out of the Order which should even up matters between the railways.

But the intention of the Board in passing the Order was chiefly to benefit the public by establishing a uniform rate and conditions of service for interswitching. This is well described by the late Chief Commissioner Killam in his judgment in the London interswitching case, in which he said:—

“With the progress of invention, new enterprises are continually sup-  
“planting or injuring old ones to the ruin or loss of those interested in the  
“former. Railways have not only directly affected in this way former modes  
“of transportation, but they have also been instrumental in building up parti-  
“cular localities or enterprises at the expense of others. It has never been  
“the policy of the law to afford compensation for losses thus occasioned.  
“When the legislature authorized the construction of new lines of railway in  
“competition with those formerly existing, this is not done with a view to  
“benefit the promoters of the new lines or to injure those interested in the old  
“ones, but solely for the public good.”

“The provisions of the Railway Act which require railway companies thus  
“to interchange traffic at connecting points are introduced, not for the purpose  
“of benefitting one railway company at the expense of another, but solely in  
“the interest of the public. The law cannot recognize anything in the nature  
“of a good-will of the business of either railway company thus affected for  
“which another should give compensation. In my opinion the division be-  
“tween railway companies of the joint rates for traffic thus interchanged  
“should be made upon the principle of giving reasonable compensation for  
“the services and facilities furnished by the respective companies in respect  
“of the particular traffic thus interchanged, and not by reference to the magni-  
“tude of the business of one company or the other at particular points or the  
“respective advantages which each can offer to the other there, or a compari-  
“son of the loss which the one is likely to sustain with the gain likely to  
“accrue to the other from the giving of the facilities which the law requires.”

From what I have said and quoted, I think it is abundantly clear that an Order such as the one before us, which is applicable at practically all points of interchange and to all roads under our jurisdiction, must contain arbitrary provisions which may appear easier to apply in some places than in others, but which, nevertheless, must be enforced in the same manner at all points.

The feature of the Order to which the Applicants have chiefly addressed themselves is the provision which makes it applicable to any interswitching movement not exceeding four miles from the nearest point of interchange. To quote the



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Application, the Board is asked "to define whether or not the term 'interswitching' as used in the Order, embraces the carriage of traffic from one point outside to a point within a terminal involving the haulage of goods from a point of connection which is a station, to a terminal, within a distance of four miles;" in other words, to say what they recognize to be an interswitching radius of four miles in one place may be cut down to an actual one mile or two mile radius in another. The effect of this would be to destroy the equality principles of the Order, and open the door to the giving of an undue preference to one locality over another. The Order clearly means what it says, four miles from the nearest point of interchange, and I cannot see that it was ever the intention of the Board to put any limitation on this four mile provision, and I do not think it would be wise for the Board to do so now.

Apparently some of the companies to which the Order applies have not been complying with its provisions, but have collected larger tolls than they are entitled to. In such cases the Courts of law provide a means for obtaining redress. The true meaning of the Order, with regard to the four mile limit, was made clear to the companies by Circular No. 45, issued by Order of the Board on the 21st January last, which said:—

"The maximum interswitching distance is unqualified, and means, as stated, "any distance not exceeding four miles . . . . . from the nearest "point of interchange", regardless of the location of the point of interchange, "or of station yard limits, or any other limits or boundaries."

That being the meaning of the Order, and the railway companies having been by that circular told what the meaning was, there is really nothing now to interpret, and the present application should therefore be dismissed.

The other feature of the Application relates to clause 10 of the Order, the purpose of which was to protect the railway companies at points of interchange against possible misinterpretation of shippers, who might claim the substitution of the interswitching toll for the local tariff rate on a purely local movement of one company. I am unable to see how any railway company could read into this clause any other than its true meaning, namely, that the interswitching toll of the company which performs the terminal service does not supersede or modify any local freight rate published by that company to apply to its ordinary or local freight traffic between any two of its own stations.

To dispose of a question which arose at the hearing, I would add that the Order was not intended to apply, and is not applicable to traffic loaded at a point on one railway and destined to a point on another railway within the same switching district, or within adjoining switching districts, covered by local switching tariffs to and from the point of interchange.

Mr. Commissioner Mills and Mr. Commissioner McLean concurred.

Chief Commissioner Mabey, December 8th, 1910: In view of the opinions of the other members of the Board, and that of the Chief Traffic Officer, I do not dissent from the above disposition of this matter.

The facts are fully set out in the judgement of the Chief Commissioner.

#### INTERSWITCHING AT INGERSOLL.

Judgement, Chief Commissioner Mabey, January 20th, 1911.

In January, 1910, a petition came to the Board signed by a number of business men and manufacturers in the town of Ingersoll, requesting that an order be made that the Canadian Pacific Railway Company and the Grand Trunk Railway Company provide interchange or transfer tracks at that town.



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The petition having been served upon the railway companies, and both of them raising objections, the Chief Operating Officer of the Board made an inspection in the month of February, and having reported that he did not regard interchange tracks there as being necessary, a copy of his report was furnished to the applicants.

The question came up at Ingersoll, at a sittings of the Board held there on the 19th of May, in connection with the location of the railway to Code Junction, and judgment was reserved until the matter could be reported upon by the Chief Engineer and the chief Operating Officer of the Board.

Under date of the 16th of January instant, these officials report that they met representatives of the town of Ingersoll and the two railway companies, as well as of the Noxon Manufacturing Company, and went thoroughly and exhaustively into the question involved, and that they found the physical conditions at Ingersoll to be such it was impossible to locate interchange tracks without having them on private property.

In the letter from the solicitors for the applicants, which came to the Board, dated the 27th December, 1909, is contained the following statement :—

“The Grand Trunk, having built a bridge to connect with the Noxon Company, are quite content to have it used in connection with the general “scheme.”

The Board's officials report that the tracks leading to the Noxon Company from a connection between the Grand Trunk and Canadian Pacific tracks, and that traffic can be interchanged over these tracks with the permission of the Noxon Company, but that they will only permit the use of their tracks on payment of one dollar for each car interchanged. Of course, if the tracks of the Noxon Company, located as they are upon private property, were used as facilities for transferring by other shippers, the Noxon Company should be compensated for such use. There is nothing to show that the applicants are willing to pay one dollar per car, or any other sum, for the use of the facilities of the Noxon Company. Therefore, it would seem unreasonable, if not impossible, to use the tracks of the Noxon Company as a medium of transfer.

The Board's officials further report that the physical conditions prevent satisfactory arrangements for interchange, and they suggest that the matter be delayed until a connection has been made between the Canadian Pacific line from Port Burwell through Ingersoll to Woodstock, and their line from Ingersoll to Code Junction.

In view of the exhaustive manner in which this question has been inquired into, and the conclusions of the Board's experts, it would seem that no other result can be arrived at than that the present application should be refused.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

## EDWARD LYNCH OF MAYNOOTH, ONTARIO, VS. CENTRAL ONTARIO RAILWAY COMPANY.

The applicant applied for an order directing the respondent railway company to provide and construct a suitable farm crossing over his property.

Judgment, Mr. Commissioner Mills, December 29th, 1910.

In this case the pertinent facts briefly stated appear to be as follows:

1st—That the Railway Company without authority took possession of and used a portion of Mr. Lynch's land (spoken of as a “borrow pit,”) exposed and left on the ground a number of large boulders taken out of the pit, and created the necessity for a certain amount of fencing; and that hitherto the company has paid neither principal nor interest of the sum due Mr. Lynch for the said unauthorized encroachment upon his land, and refuses to pay him anything, unless he is prepared to accept what the said company thinks proper to offer him.



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2nd—That the railway runs through Mr. Lynch's land, dividing it into two portions, and that, under such circumstances, he is entitled to a suitable farm crossing over or under the railway.

3rd—That Mr. Lynch made specific application to the Board for a farm crossing.

4th—That on the 17th of September, 1910, an inspection of the locality was made by Mr. Simons, an Engineer of the Board, who made a recommendation as to where and how the required crossing should be made.

5th—That on October 11th, 1910, Mr. McGarry of Renfrew, representing Mr. Lynch, informed the Board that Mr. Lynch was prepared to accept such a crossing as that recommended by Engineer Simmons.

With these facts before it, the Board issued Order. 12405 ; and its decision in the premises is that the Company must settle with Mr. Lynch for its right of way and the borrow pit, etc., in question, and have his application for a crossing withdrawn, or forthwith furnish the Board with a satisfactory plan for the said crossing, and, after approval of the plan, proceed at once with the construction of the crossing.

Assistant Chief Commissioner Scott concurred.

The matter in dispute between the parties was settled and the application for a farm crossing withdrawn.

Fullerton Lumber & Shingle Company

v.

Great Northern Railway Company.

The applicant Company complained of the rate of six cents per 100 pounds charged by the respondent company on lumber from Tynehead to Cloverdale, British Columbia, a distance of 7.1 miles, as being excessive and unreasonable, and applied for an Order varying Order No. 6612, dated February 23rd, 1909, so as to include Winnipeg in the list of places covered by the joint tariff issued by the respondent company, pursuant to the provisions of the said Order; and complained also of the practice of the Canadian Pacific Railway Company and the respondent railway Company regarding minimum weight for carloads.

Judgment, Mr. Commissioner Mills, November 7th, 1910.

The applicant company states its case as follows:

1st. It complains of the rate of 6c. per 100 lbs. charged by the Great Northern Railway Company on lumber from Tynehead to Cloverdale, B.C., a distance of 7.1 miles, as excessive and unreasonable,—at the same time alleging that there is no legal tariff which authorizes the said rate; calling attention to the fact that the said company charges only 3c. per 100 lbs. on lumber from Tynehead to New Westminster, a distance of 8½ miles, over the same line of railway, in the opposite direction; and expressing the opinion that the Board of Railway Commissioners should have disallowed the rate complained of as being illegal and unauthorized under the provisions of the Railway Act.

2nd. It asks that Order No. 6612 be varied so as to include Winnipeg in the list of places covered by the joint tariff issued by the Great Northern Railway Company, pursuant to the provisions of the said Order.

3rd. It complains of the practice of the Canadian Pacific and Great Northern Railway Companies regarding minimum weights for carloads,—alleging that the said weights are in many cases excessive, are varied by both companies according to the directions in which the cars go, and always discriminate against the West as compared with the East.



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*The Rate on Lumber from Tynehead to Cloverdale, B. C.*

There are three classes of tariffs authorized by the Railway Act, for the carriage of goods, namely:

- (a) Standard Freight tariffs;
- (b) Special freight tariffs; and
- (c) Competitive tariffs.

The Standard freight tariffs, which have to be approved by the Board of Railway Commissioners, specify the maximum mileage tolls which "companies and railways within the legislative authority of the Parliament of Canada" are permitted to charge on each *class* of freight, for all distances covered by their respective lines of railway. There is a Canadian Freight Classification, containing 10 Classes, the highest rate being charged on the 1st Class, the next lowest on the 2nd Class, and so on down to the 10th Class. For the most part, the rates authorized by the Standard freight tariffs are considered too high; and the railway companies recognizing this fact, have generally given lower rates by issuing Special or Commodity tariffs—the latter being tariffs on given commodities between specified points, often made without much regard to distances. Lumber is in the 10th Class; and according to the Maximum freight tariff of the New Westminster Southern Railway, the rate on 10th Class commodities for any distance up to ten miles is 6 cents per 100 lbs; but the Maximum freight tariff of this railway has not been approved by the Board.

It is true, as stated by the Applicant, that the Railway Company issued, some time ago, a commodity tariff in which the rate on lumber from Tynehead to New Westminster is only 3 cents per 100 lbs., just half the rate from Tynehead to Cloverdale, although the distance to New Westminster is about a mile and a half greater than the distance to Cloverdale. This the Applicant speaks of as a violation of the long-and-short-haul clause of the Railway Act; but it is not, because the rates are on a commodity carried in opposite directions—in a southerly direction 7.1 miles, to Cloverdale, the rate is 6 cents per 100 lbs.; and, in a northerly direction, 8½ miles, to New Westminster, the rate is 3c. per 100 lbs. The clause referred to is Sec. 315, ss. 5, of the Railway Act, as follows:

"The Board shall not approve or allow any toll, which for the like description of goods, or for passengers carried under substantially similar circumstances and conditions in the same direction over the same line, is greater for a shorter than for a longer distance, within which such shorter distance is included, unless the Board is satisfied that owing to competition, it is expedient to allow such tolls."

Notice the words "in the same direction."

The answer of the Railway Company to this part of the Complaint is that the lumber traffic from Tynehead south to Cloverdale is very light, while that from the same point north to New Westminster is heavy. Hence the difference in the rates.

If the facts are as stated, the answer is a legitimate one, being in accordance with subsection 3 of the section above referred to, which reads as follows:

"The tolls for larger quantities, greater numbers, or longer distances may be proportionately less than the tolls for smaller quantities or numbers, or shorter distances, if such tolls are under substantially similar circumstances, charged equally to all persons."

As no evidence was given at the hearing to show the actual difference in the traffic between Tynehead—Cloverdale and Tynehead—New Westminster, I am

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unable to determine whether the toll for the larger quantity carried to New Westminster is “proportionately” less than that for the smaller quantity carried to Cloverdale; but a more important question is *the reasonableness* of the 6-cent rate on lumber, shingles, and other commodities carried at lumber rates from Tynehead to Cloverdale. The Chief Traffic Officer of the Board considers this rate an unreasonable one. His statement is as follows:

“The *Standard* tariff of the New Westminster Southern Railway, operated by the Great Northern Railway Company, is the same as that of the Canadian Pacific Railway Company in the boundary district. The Canadian Pacific, having recognized the fact that the Standard rates are excessive as applied to lumber, lath, shingles, poles, fence posts, and fence pickets, has issued a Special mileage tariff, C.R.C. No. W. 1112, on these commodities; and the Great Northern having applied for and obtained the approval of the same Standard tariff as the Canadian Pacific, would seem to have considered that the circumstances and conditions on the two systems were similar. Now, assuming this to be the case, it is not illogical to conclude that, if the tenth Class Standard rates are too high for lumber, etc., on the Canadian Pacific, they are too high for these commodities on the New Westminster Southern, and that the same Special mileage tariff should apply on both lines.”

“Under the Special tariff referred to, the rate on lumber, etc., from Tynehead to Cloverdale would be 4 cents per 100 lbs. The length of the New Westminster Southern is 24 miles, and the rates now charged by the two companies compare as follows:

	N.W.S. (Standard).	C.P.R. (Special).
“5 miles and under, 10th Class . . . . .	6	3
“Over 5 and not over 10 miles, 10th Class.. . . .	6	4
“Over 10 and not over 15 miles, 10th Class . . . . .	7	5
“Over 15 and not over 20 miles, 10th Class . . . . .	8	6
“Over 20 and not over 25 miles, 10th Class.. . . .	9	6½

“After full consideration of the facts and circumstances, I would recommend that the Great Northern be directed to adopt the Canadian Pacific Railway Company’s Special mileage tariff C.R.C. No. W. 1112, on the New Westminster Southern, and also on the other lines owned and operated by the Great Northern Railway Company in British Columbia.”

In a word, I may say that I approve of the recommendation of the Chief Traffic Officer as a reasonable and equitable way of disposing of this part of the complaint.

*The Winnipeg Rate.*—This has reference to Orders 6612 and 6613, Feb. 23, '09, and 7277, June 16, '09, prescribing joint through rates on lumber, etc., from points on the New Westminster Southern, via Vancouver or New Westminster, to points on the Canadian Pacific Railway, except such points as may be reached directly by the Great Northern Railway Company and its connections, on the basis of 1 cent per 100 lbs. higher than the rates of the Canadian Pacific from Vancouver,—the New Westminster Southern being allowed 2½ cents per 100 lbs. as its proportion, and the extra cent per 100 lbs. on the joint through rates being due to the fact that on the joint tariff the traffic is over two roads instead of one.

The Great Northern issued a joint tariff in compliance with the Orders above referred to; and now it would seem scarcely fair to require it to forego its long-haul earnings on traffic over its own line to Brandon and Portage la Prairie, or its connection with the Canadian Northern at Noyes, Minn., for Winnipeg, and turn



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the traffic over to the Canadian Pacific at New Westminster or Vancouver for a proportional of only 2½ cents per 100 lbs.

Winnipeg is a competitive point. If it were included in the joint tariff referred to, other competitive points would also have to be included. The Applicant would not get any lower rate if his request under this head were granted. He thinks he would gain something in time. Possibly he would; but I consider the application unreasonable, and therefore I recommend that it be not granted.

*Carload Minimum.*—Owing to some oversight or misunderstanding, the railway companies were not duly notified as to the hearing of this part of the complaint. Hence they were not prepared to deal with the matter; and, for that reason, it was agreed that the complainant might make another application, and it would be heard at a later date.

Chief Commissioner Mabee concurred.

Blaugas Company of Canada, Limited

v.

Canadian Railway Companies.

The Blaugas Company applied for an Order directing the railway companies to classify blaugas in cylinders in the Canadian Classification at three cents in less than carloads and five cents in carloads, in lieu of the interim ratings on second class in less than carloads and fourth class in carloads, proposed by the railway companies.

Judgment, Mr. Commissioner McLean, March 8th, 1911.

This commodity which is not at present specifically mentioned in the Classification, has been given by the railways an interim rating of L. C. L. 2, C. L. 4. The Blaugas Company asks that the same rating be given this commodity as is given to gasoline, viz., L. C. L. 3, C. L. 5. It is stated that these commodities are competitive. It was also stated in the course of the hearing that blaugas competed with acetylene, but this phase of the topic was not developed with sufficient exactness to warrant any classification comparisons of the two articles. The essential point of the complaint is concerned with the comparison of rating of blaugas and gasoline.

In the discussion which took place, considerable stress was laid upon the alleged greater safety attaching to the handling of blaugas as compared with gasoline. This apparently arose from the allegation contained in the answer of the Canadian Freight Association that a certain amount of danger attached to the transportation of blaugas. At the same time, the answer of the Canadian Freight Association did not deny that gasoline might be a more dangerous inflammable than blaugas as shipped in steel cylinders. It does not appear from the course of the discussion that the item of risk

The Company was also under the misapprehension that it was being charged 4th class on its returned empties, while 5th class was being charged on returned gasoline empties. This, however, was shown to be an error, as under the classification returned empties are carried at an any quantity rating of 4th class.

The Blaugas Company also referred to the weight of the steel cylinder in which the blaugas was shipped, it being testified that a cylinder when full of the gas weighed 120 lbs., and that the cylinder empty weighed 100 lbs.; and it apparently was the opinion of the Company that the tare connected with the transportation of the gas should be considered. So far as the question of the weight of the cylinder is concerned, the Board, in my opinion, would not be justified in considering this as a reason for a reduction in the out-going rating of the cylinders when full. In reality, the heavier container used in connection with this gas as compared with the



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gasoline container is one of the incidents of the business. In this respect they may be said to have a higher cost of production so far as the laying down of the commodity is concerned, and it would not be fair to ask the railway to equalize the differences in cost of production.

The justifiability or otherwise of the interim rating as compared with the rating on gasoline must, in my opinion, be found in the value of the article. There was some question at the hearing as to the value of the article. The statement made by Mr. Pullen that it was worth 15c. per lb. was contested; but it was admitted that in general it was worth 10c. per lb., although in some cases as low a price as 8c. had been charged for industrial purposes.

When a comparison of the ratio of the rate on gasoline to the value of the article is made with the ratio of the rate on blaugas to the value of the article, it will be found that in the former case the ratios are much higher. In the group from 25 to 200 miles, the ratio in the case of gasoline is from 4.01% to 9.01%, while in the case of blaugas the corresponding percentages vary from 1.20% to 2.74%. To take two specific points, the ratio on gasoline to Port Arthur is 3.38%, while on blaugas it is 7.73%; and to Winnipeg the ratios of the respective commodities are 36.41% and 11.66%.

There is no question that the pressure of the freight rate is much less in the case of blaugas. Blaugas is a much more valuable article, and it is also claimed by the Company manufacturing it that it has a higher percentage of efficiency than gasoline. Mr. Krebs, an expert witness of the Company stated that in his opinion blaugas had at least 20% greater efficiency per unit than gasoline.

In view of all the circumstances attaching to the application as developed, the interim rating granted does not seem to be unfair, and the application must be dismissed.

Chief Commissioner Mabey and Assistant Chief Commissioner Scott concurred.

Judgment, Mr. Commissioner Mills dissenting, February 22nd, 1911.

So far, the Canadian Railway Companies have given Blaugas an interim rating; and they propose to make it permanently L. C. L. 2nd Class and C. L. 4th Class in the Canadian Classification. To this proposal the applicant strongly objects, maintaining that for various reasons the rating of Blaugas should be the same as that of gasoline, namely, L. C. L. 3rd Class and C. L. 5th Class.

#### Classification.

The classification of a commodity is a matter of much importance, because it affects both the revenues of the railway companies and the freight charges to be paid by shippers; and, in some cases, it is specially important to the shipper, not so much on account of the charges in themselves as because of their relation to the charges on competing commodities which have a higher or lower classification.

#### Factors Determining Classification.

*Risk.*—The risk incurred by a railway company in carrying a commodity is usually a factor of some importance.

There is always the risk as to the claims for compensation in the case of damage to or destruction of goods in transit, which is greater in the carriage of high-priced, fragile, or easily damaged goods than in the carriage of cheap commodities or such as are not liable to serious damage from rough handling, the jerking and banging of cars by reckless enginemen, and railway accidents or other casualties.

Sometimes there is also considerable, great, or very great risk arising from the dangerous nature of a commodity; such, for example, as gunpowder, dynamite, nitro-glycerine, or other explosive substances, and a compressed gas, which, if liberated by



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accident or otherwise, spreads instantaneously through a car and, coming in contact with fire, causes an instantaneous explosion followed by an immediate conflagration, which results in serious destruction of valuable and possibly high-priced property.

But at the hearing of this case, it was not shown or alleged by the respondent companies that the risk in carrying Blaugas in steel cylinders is any greater than the risk of carrying gasoline, as it is usually carried, in wooden barrels or steel drums. Hence, in a comparison of Blaugas with gasoline for the purpose of classification, the element of risk may properly be omitted.

*Bulk.*—The space occupied by a commodity compared with its weight has to be considered. Light, bulky commodities, other things being equal, are generally rated higher than heavy, compact commodities which occupy relatively small space.

As regards this factor, it does not appear that steel cylinders of Blaugas compare unfavourably with wooden barrels or steel drums of gasoline.

*Expense of Handling.*—Some goods are more expensive to handle, in loading and unloading, etc., than other goods. For example, "rolling" freight, such as barrels of flour, can be moved short distances and loaded or unloaded with less trouble and in less time than packages of freight which have to be carried and laid down with care.

Under this head, it would appear that 120-pound steel cylinders of Blaugas can be handled,—loaded and unloaded,—as conveniently as 376-pound wooden barrels, and more conveniently than 830-pound steel drums, of gasoline.

*Value.*—The value of a commodity is a matter of importance in classification, because a high or comparatively high freight charge constitutes only a small fraction or percentage of the selling price of an expensive article, while a moderate freight charge on low-grade, cheap commodities, such as wood, stone, gravel, sand, etc., may be so large a percentage of the cost and make relatively so great an addition to the selling price as to become a very serious handicap in business—in other words, high-priced goods can bear higher freight charges than cheap or low-grade goods: and we may add that if this principle were not recognized in the classification of goods and the making of freight rates, bulky, low-grade, cheap commodities (of which there is a very heavy tonnage) would lose a great deal, possibly all, of their value, because the cost of carrying them long or even moderate distances would be prohibitive.

In the comparison of gasoline and Blaugas under this head, two questions have arisen as to the basis of comparison between *freight charges* and *values*:

(1) What *freight charges* should be taken as the basis of comparison—the total (including outward charges on the gross weight and return charges on the empties), or only the outward charges?

(2) What *value* should be taken as the basis of comparison—the value of the goods sold and shipped; or the value of the goods and of the bags, sacks, packing boxes, drums, cylinders, crating, or other contrivances used to protect, or hold and protect, the goods in transit?

As stated above, the request of the applicant is that Blaugas be given the same rating as gasoline.

Gasoline is carried in steel drums or wooden barrels, generally the latter. The weight of the drum is 200 lbs.; it holds 830 lbs. of gasoline; and its value is given as \$10.00. The weight of the barrel used is about 75 lbs.; it contains on an average about 301 lbs. of gasoline; and its value is given as \$1.25.

Blaugas is carried in steel cylinders. The weight of a cylinder is 100 lbs.; it contains 20 lbs. of gas; and its value is given as \$12.00.

Three comparisons are here submitted, with a view to determine what should be the classification (or rating) of Blaugas as compared with that of gasoline; and, in order to make the comparison as definite and exact as possible, shipments of the two



commodities having exactly the same gross weight have been taken,—10 steel drums of gasoline and 83 steel cylinders of Blaugas, the gross weight of each being 9,960 lbs.

No. 1—Comparison of Outward Freight Charges with Gross Values.

GASOLINE.

Gross, 9,960 lbs., Value: gasoline, \$178.20; drums, \$120.00; total, \$298.20.

Miles.	Rate per 100 lbs.	Outward Freight Charges.	Percent of Value.
	cts.		
25 .....	12	11 95	4·01
50 .....	15	14 94	5·01
75 .....	20	19 92	6·68
100 .....	23	22 91	7·68
150 .....	26	25 90	8·68
200 .....	27	26 89	9·01
300 .....	33	32 87	11·02
350 .....	35	34 66	11·69
996 (Port Arthur).....	70	69 72	23·38
1,420 (Winnipeg) .....	112	108 56	36·41
1,777 (Regina). . . . .	169	168 32	56·45
2,257 (Calgary).....	214	213 14	71·48

BLAUGAS.

Gross, 9,960 lbs., Value: gas, \$166; Cylinders, \$996; total, \$1,162.00.

Miles.	Rate per 100 lbs.	Outward Freight Charges.	Per cent of Value.
	cts.		
25 .....	14	13 94	1·20
50 .....	18	17 93	1·54
75 .....	23	22 91	1·97
100 .....	26	25 90	2·22
150 .....	30	29 88	2·57
200 .....	32	31 87	2·74
300 .....	39	38 84	3·34
350 .....	40	39 84	3·42
996 (Port Arthur). ...	86	85 66	7 37
1,420 (Winnipeg).....	139	135 46	11·66
1,777 (Regina) .....	211	210 16	18·86
2,257 (Calgary).....	268	266 93	22·97

No. 2—Comparison of Outward Freight Charges with Net Value.

12 Drums.....Gasoline.

Gross weight of 12 drums filled with gasoline.. . . .9,960 lbs.

Weight of gasoline in 12 drums.. . . .7,560 “

Weight of 12 empty drums @ 200 lbs. each.. . . .2,400 “

Value of gasoline in 12 drums, 7,560 lbs.. . . .1,080 gals.

@ 16½c. . . . . \$ 178.20



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Miles.	Rate per 100 lbs.	Outward freight charges on gross weight— 9,960 lbs.	Relation of outward freight charges to value.
	cts.		
25 . . . . .	12	11·95	6·59 p. c. of net value.
50 . . . . .	15	14·94	8·38 " "
75 . . . . .	20	19·92	11·17 " "
100 . . . . .	23	22·91	12·85 " "
150 . . . . .	26	25·90	14·53 " "
200 . . . . .	27	26·89	15·08 " "
300 . . . . .	33	32·87	18·44 " "
350 . . . . .	35	34·86	19·56 " "
996 (Port Arthur) . . . . .	70	69·72	39·12 " "
1,420 (Winnipeg) . . . . .	112	108·56	60·92 " "
1,777 (Regina) . . . . .	169	168·32	94·56 " "
2,257 (Calgary) . . . . .	214	213·14	119·60 " "

83 Cylinders....Blaugas.

Gross weight of 83 cylinders filled with gas... .9,960 lbs.  
Weight of gas in 83 cylinders @ 20 lbs... .1,660 "  
Weight of 83 empty cylinders @ 100 lbs... .8,300 "  
Value of gas in 83 cylinders, 1,660 lbs. @ 10c... . \$ 166.00

Miles.	Rate per 100 lbs.	Outward freight charges on gross weight.— 9,960 lbs.	Relation of outward freight charges to value.
	cts.		
25 . . . . .	14	13·94	8·39 p. c. of the net value.
50 . . . . .	18	17·93	10·80 " "
75 . . . . .	23	22·91	13·80 " "
100 . . . . .	26	25·90	15·60 " "
150 . . . . .	30	29·88	18 00 " "
200 . . . . .	32	31·87	19·19 " "
300 . . . . .	39	38·84	23·39 " "
350 . . . . .	40	39·84	24·00 " "
996 (Port Arthur) . . . . .	86	85·66	51·60 " "
1,420 (Winnipeg) . . . . .	139	135·46	81·56 " "
1,777 (Regina) . . . . .	211	210·16	126·56 " "
2,257 (Calgary) . . . . .	268	266·93	160·80 " "

No. 3—Comparison of Total Freight Charges with Net Value.  
12 Drums... .Gasoline.



Miles.	Rate per 100 lbs.	Outward freight charges on gross weight, 9,960 lbs.	Return char- ges on drums, 4th Class.	Total charges on ship- ments and re- turned emp- ties.	Relation of total, outward and return, freight charges to value.
	cts.				
25.....	12	11·95	10 2·40	14·35	8·05 p. c. of the net value.
50... ..	15	14·94	13 3·12	18·06	10·13 " "
75.. ..	20	19·92	16 3·84	23·86	13·38 " "
100.....	23	22·91	19 4·56	27·47	15·41 " "
150.....	26	25·90	21 5·04	30·94	17·36 " "
200.....	27	26·89	23 5·52	32·41	18·18 " "
300.....	33	32·87	28 6·72	39·59	22·20 " "
350.....	35	34·86	29 6·96	41·82	24·02 " "
996 (Port Arthur) ...	70	69·72	50 12·00	81·72	45·85 " "
1,420 (Winnipeg) ...	112	108·56	86 20·64	129·20	72·50 " "
1,777 (Regina) ...	169	168·32	128 30·62	198·94	111·63 " "
2,257 (Calgary).....	214	213·14	162 38·88	252·02	141·42 " "

83 Cylinders... ..Blaugas.

Miles.	Rate per lbs.	Outward freight charges on gross weight, 9,960 lbs.	Return charges on cylinders, 4th Class.	Total charges on ship- ments and returned empties.	Relation of total, outward and return, freight charges to value.
	cts.				
25.....	14	13·94	10 8·30	22·24	13·39 p. c. of the net value.
50.....	18	17·93	13 10·79	28·72	17·18 " "
75.....	23	22·91	16 13·28	36·19	21·80 " "
100.. ..	26	25·90	19 15·77	41·67	25·10 " "
150.. ..	30	29·88	21 17·43	47·31	28·50 " "
200.....	32	31·87	23 19·09	50·96	30·69 " "
300.....	39	38·84	28 23·24	62·08	37·33 " "
350.....	40	39·84	29 24·07	63·91	38·50 " "
996 (Port Arthur) ...	86	85·66	50 41·50	127·16	76·60 " "
1,420 (Winnipeg) .....	139	135·46	86 71·38	206·84	124·60 " "
1,777 (Regina) .....	211	210·16	128 106·24	306·40	184·57 " "
2,257 (Calgary).....	268	266·93	162 135·06	401·99	242·16 " "

“ A ” Earnings of Railway Companies Per Ton Per Mile.

Gasoline—

9,960 lbs. gross weight... ..Net Value—\$178 20  
3rd Class L.C.L.  
(25 miles @ 12c. per cwt.—\$2.40 per ton for 25 miles.  
( or 9.6c. per ton per mile.  
( 9.6c.—.0538% of the net value.  
(1,420 miles (to Winnipeg) @ 112c. per cwt.—\$22.40 per ton for 1,420 miles.  
( or 1.57c. per ton per mile.  
( 1.57c.—.0088% of the net value.

Blaugas—

9,960 lbs. gross weight... ..Net Value—\$166.00  
2nd Class L.C.L.  
(25 miles @ 14c. per cwt.—\$2.80 per ton for 25 miles.  
( or 11.2 per ton per mile.  
( 11.2c.—.0674% of the net value.  
(1,420 miles (to Winnipeg) @ 139c. per cwt.—\$27.80 per ton for 1,420 miles.  
( or 1.95c. per ton per mile.  
( 1.95c.—.0117% of the net value.



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If Blaugas were given a 3rd Class L.C.L. rating, the revenue per-ton-per-mile on it would, of course, be the same as the revenue per-ton-per-mile on gasoline; but the revenue from return freight on Blaugas cylinders would be a good deal more than from the return freight on gasoline drums or barrels.

It will be noticed that in comparison No. 1 the return freight charges on the empties are excluded, and the value of the containing drums and cylinders is included on the same basis as the value of the goods; and, on the assumption that this basis of comparison is fair and reasonable, it follows that Blaugas can bear somewhat higher freight charges than gasoline; and the application for a 3rd and 5th class rating should be refused.

But a word should be said about the basis of comparison—first, as to the return freight charges on empties; second, as to the value of the contrivances in which the goods are carried.

FREIGHT CHARGES.

*Gasoline—*

Outward freight charges on gross weight.. . . .	\$11 95	
Return freight charges on empties.. . . .	2 40	
	<hr/>	\$14 35
The return freight being a little under 17% of the total freight charges.		

*Blaugas—*

Outward freight charges on gross weight.. . . .	\$13 94	
Return freight charges on empties.. . . .	8 30	
	<hr/>	\$22 24
The return freight charges being a little over 37% of the total freight charges.		

VALUES.

*Gasoline—*

Value of goods.....	\$178 20	
Value of the drums.....	120 00	
	<hr/>	\$298 20
The value of each containing drum being about two-thirds (2/3) of the value of the goods car- ried in it.		

*Blaugas—*

Value of goods.....	\$166 00	
Value of the cylinders.....	996 00	
	<hr/>	\$1,162.00
The value of each containing cylinder being six (6) times the value of the goods carried in it.		

If the return freight charges on the empties and the outward freight charges on the gross weight have to be added to the cost price, as an element in the selling price, of a commodity, why should not both of these charges be taken into account in a comparison of freight with the selling price or value of the commodity?

If, in outward shipments, the drums and cylinders (which constitute no part of the goods sold) are carried at the owner's risk of loss, breakage, or damage (as I think they should be), and the freight charges on them are paid, why should their value be included with the value of the goods in a comparison of the freight charges with the value of the goods?



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The comparison of the outward freight charges with the gross value of goods and containers,—the return freight charges on the empties being excluded, and the value of the containing drums and cylinders being included on the same basis as the value of the goods,—may be in accordance with the basis and method of calculation usually adopted to determine the relative freight charges which a commodity can bear. Nevertheless, I cannot help feeling that it sometimes works out so as to be very unfair, as in the case of Blaugas, where the containing cylinders, on which return freight charges have to be paid, are five-sixths ( $5/6$ ) of the gross weight shipped, and the value of the cylinders, which are not sold nor intended to be sold, is six (6) times the value of the goods.

In view of these facts, question the reliability of the results obtained by this method of comparison; and my opinion is that the *total freight charges* paid in each completed transaction—outward and and return shipments—in the case of both gasoline and blaugas, should be compared with the *net value* or selling price of the

In a word, my conclusions on the different bases of comparison are as follows:—

No. 1—Comparison of *the outward freight charges with the gross value* of the goods and the containing drums and cylinders.

According to this, Blaugas should be rated higher than gasoline.

No. 2—Comparison of *the outward freight charges with the value of the goods*.

According to this, Blaugas should not be rated higher than gasoline.

No. 3—Comparison of *the total freight charges with the value of the goods*.

According to this, Blaugas *fortiori* should not be rated higher than gasoline.

Having stated my views, I must leave my colleagues to decide which basis of comparison is to be pronounced fair reasonable, and properly applicable to the case.

Order in accordance with majority judgement dismissing the application issued.

#### DAWSON BOARD OF TRADE V. WHITE PASS AND YUKON RAILWAY COMPANY, *et al.*

The Complaints alleged that the respondents, the White Pass & Yukon Railway Company, were charging excessive tolls for transporting traffic by a land and water route (known as the White Pass & Yukon Route) from Skagway in Alaska through a portion of British Columbia to White Horse, in the Yukon Territory, and thence by water to Dawson.

Held, that the Board had jurisdiction over the tolls of this route.

For judgment of Chief Commissioner Mabee, June 14th, 1909, see 9 Can. Ry. Cas., pp. 191 et seq.

Judgment, Mr. Commissioner McLean, January 2nd, 1911.

The Judgment of the Chief Commissioner in this matter which was rendered on June 14th, 1909, sets forth the reasons for the lengthened consideration of this matter, and indicates what were the earlier steps. The Board, in pursuance of that judgment concluded that it had jurisdiction over “through traffic received at Skagway destined to White Horse or to any intermediate point between the international boundary between Alaska and British Columbia and White Horse upon the railway line; and upon through traffic received at any point upon the railway line between White Horse and the said international boundary destined to Skagway.”

The judgment then directed that tariffs covering the traffic in question should be prepared without delay by the respondents, and duly filed; and it was further stated that when such tariffs were submitted, they would be considered by the Board in the light of the evidence already given, it being further open to each side to reasonably supplement this evidence. It was further stated that the Board in the meantime expressed no opinion as to the fairness of the existing tolls.

Subsequently at a hearing in Toronto on June 1st, 1909, Col. J. H. Conrad submitted a complaint regarding rates from Caribou to Skagway. Caribou is a point in



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the Yukon, about 63 miles from Skagway. For reasons which are spread in the record, Mr. Chrysler, who was present and who had represented respondents as Counsel in the original application, did not submit evidence. It was understood that the complaint submitted by Col. Conrad was to be considered as closed, so far as he was concerned, on the facts submitted, it being open to Mr. Chrysler to submit additional evidence.

Regarding the Conrad complaint, Mr. Chrysler stated that he desired to be heard with evidence on the complaint regarding ore rates raised at the above mentioned Toronto hearing, but he qualified this by stating that the ore rates would be covered in the general question of tariffs. He further stated that his clients did not desire to submit evidence additional to that submitted at Dawson, and said in substance that the question was now to be treated as a tariff matter, that is to say, it was concerned with the reasonableness of the rates as set out in the tariffs.

Pursuant to the direction in the judgment and the Order issued in connection therewith, there was filed C.R.C. No. 9, a joint freight tariff naming rates between Skagway, Alaska, Bennett, B.C., Caribou, White Horse, Y.T., and intermediate points. This tariff was issued September 16th, 1909, to be effective October 15th, 1909.

At the meeting of the Board in Vancouver on October 27th, 1909, the matter of the tariff was referred to by Mr. Congdon, who represented the Dawson Board of Trade, and he was then informed that the tariff had been filed; and it was suggested that after acquainting himself with its contents, it might be taken up by him.

The complaint of the Dawson Board of Trade was subsequently set down for the Vancouver sittings in September, 1910, and came up there on September 7th. Due notice had been given of this hearing: but Mr. Deacon, who appeared for Mr. Congdon, asked for a postponement, on the ground that he was not instructed on the merits. A postponement having already been refused to Mr. S.H. Graves, the President of the four companies forming the "White Pass and Yukon Route," the Board felt that the postponement asked for by Mr. Deacon could not be granted. Mr. Deacon accordingly withdrew from the case.

It does not appear that additional delay would result in any added light being thrown on the question, and so it may now be dealt with.

As the matter now stands, the tariff is before the Board to consider in the light of the evidence and any supplementary material pertinent thereto which it may seem material to the Board to consider.

In dealing with the question of the reasonableness of the rates, the Board has to recognize at the outset that there was an extremely complicated system of financing. The judgment of the Chief Commissioner already referred to sets out the arrangements which existed between the various railways and the Navigation Company making up this route. Incidental reference is made therein to some additional features of the earlier history of the project. Such phases of this earlier history as bear on the financial arrangements in connection with the building of the railway portion of the route need to be further developed.

A company promoted by one Wilkinson, had in the first instance obtained the charters of the British Yukon Mining, Trading, and Transportation Company and the British Columbia Yukon Railway Company. Some time in the spring of 1898, Mr. Graves, who had in the meantime acquired these charters from Wilkinson and his associates, obtained a West Virginia charter for a company called the Pacific and Arctic Railway and Navigation Company.

On the 16th of May, 1898, an agreement was entered into between the British Yukon Mining, & Transportation Company, the British Columbia Yukon Railway Company, the Pacific & Arctic Railway and Navigation Company, and the Assets Development Company, Limited, a company registered under the English Companies Act. Under this agreement the Assets Development Company undertook to construct a line of railway from the head of Lynn Canal or some point convenient thereto to



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Bennett Lake, and it also undertook to pay to the British Yukon Railway Company a sum not exceeding £30,000 for the purchase of rolling stock, or, at its option, to supply rolling stock for the railway. Under this agreement, the Assets Development Company was liable to maintain the railway and works for a period of six months after the railway had been wholly completed with rolling stock and every other requirement for opening. The Assets Company was in substance to become a holding company for the railway companies, for it was to receive £250,000 fully paid ordinary shares of the British Yukon Mining, Trading & Transportation Company, and it was further to be credited as having paid up the sum of £250,000 of preference shares, for which it had subscribed and paid up only £25,000. In addition, it was to receive all of the share capital of the British Columbia Yukon Company and of the Pacific and Arctic Company, except such shares as might be required for the qualification of directors or trustees. The Assets Development Company, it was stated in evidence by Mr. Graves, was organized by Wilkinson.

The Assets Company was unable to carry out its undertaking; and on the 22nd of August, 1898, an agreement was entered into between the Pacific Contract Company, Limited, (a company incorporated in England), the Pacific & Arctic Railway and Navigation Company, the British Columbia Yukon Railway Company, and the British Yukon Mining, Trading & Transportation Company, under which the Contract Company took over the obligations of the Assets Company under the preceding arrangement and received in addition to the shares therein mentioned a bond issue equal to £6,000 of 6 per cent securities per mile of the railway line. In this agreement it was stated that these arrangements were concerned with the construction of "The First Section of the Railway" from Skagway to Lake Bennett, "estimated to be about fifty miles more or less." While the agreement was entered into in August, the Pacific Contract Company had before the execution of the agreement begun construction under the Pacific and Arctic Railway's charter of the portion of the railway in Alaska. Clause 6 of the foregoing agreement refers to an agreement entered into on August 3rd, 1898, between the Pacific Contract Company, the White Pass and Yukon Railway Company, and a Trust Company, not identified in the agreement before us, whereby on the terms referred to as agreed to in the agreement of August 3rd, which is not before the Board, the Contract Company was to complete the remainder of the line to Fort Selkirk. On October 3rd, 1900, an agreement supplemental to that of August 22nd, 1898, was entered into between the Pacific Contract Company, Limited, the British Columbia Yukon Railway Company, and the British Yukon Railway Company (formerly known as the British Yukon Mining, Trading and Transportation Company), whereby it is recited that the first section of the railway as set out in the agreement of August 22nd, 1898, had been completed on July 1st, 1899, and it is agreed that for the construction by the said Contract Company of the second section of the railway from Bennett City, on the shores of Lake Bennett, "to the first convenient point on the left bank of the Lewes River below the White Horse Falls, such point to be determined and fixed by the Engineer of the White Pass and Yukon Railway Company, Limited," a distance estimated at 72 miles more or less, the British Columbia Yukon Railway and the British Yukon Railway severally agreed to pay over to such company or companies, person or persons, as the Contract Company might nominate, £6,000 of 6 per cent mortgage securities for every mile of the second section falling within the territory and powers of the respective railway companies aforesaid.

Here, again, it is to be noted that before the execution of the agreement, work had been done by the Contract Company, for it is recited that the Contract Company had already constructed and equipped a portion of the second section. The agreement does not set out the portion which had been so constructed and equipped.

The Pacific Contract Company, which was controlled by the interests controlling the railway companies above mentioned, went into liquidation on January 27th, 1902,



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and was finally wound up in January, 1904. As explained by Mr. Graves (evidence Volume 88, page 8473), the Pacific Contract Company took the shares and bonds above referred to and exchanged them for the shares of the White Pass & Yukon Railway Company. The latter company, which is incorporated in England by letters patent, is a holding company for the companies constituting the route. In the liquidator's statement is the following item:—

“Expenditure by the Pacific Contract Co., Limited, including construction  
“and equipment of the railway, interest, promotion, and other expenses,  
“£1,028,645 9s, 11d.”

This expenditure covered the construction from Skagway to White Horse. It was represented to the Board that the books of the Pacific Contract Company were no longer in existence.

The item from the liquidator's statement is, when converted into dollars and cents \$4,988,930. Included in this is an item of approximately \$1,091,250 for charters, franchises, etc. As examined by Mr. Graves at Dawson, more fully than intelligibly, some £45,000 or £50,000 were paid to the original parties who had acquired the charters and the balance of the \$1,091,250 was stated to have gone to:

“The parties who acquired it for them as their agents and representatives  
“(and) then took an option on it themselves....” (Evidence Volume 34, Page 4629).

In default of exact statement, it is useless to pursue further this phase of the matter. It is a subject which is of more direct concern to the bodies granting railway charters. The cost of the railway from Skagway to White Horse, including additions and improvements to property, is given in a statement submitted to the Board by Mr. Hardwell, as \$8,838,469.15, in the year 1904.

This statement was prepared from the records in the offices at Skagway. From this is to be deducted the cost of the boats, wharves, shipyards, etc., in connection with the river and lake division, viz., \$1,486,981.07. No subsequent statement as to the cost of the railway is before the Board.

It was stated in evidence by Mr. Graves at Dawson that he was unable to say what was the cost of construction of the portion of the railway in British Columbia and of the portion in the Yukon. The Chief Traffic Officer of the Board was unable to obtain any information at Skagway subsequent to the meeting at Dawson, bearing on this matter. No information is available regarding the cost of construction of the portion of the road in Alaska, and the Board, therefore, has not before it the means of checking the costs of the different sections. The books of the Construction Company are no longer in existence; and to state this is not to impute a motive. It is unnecessary to express any opinion as to the legitimacy or otherwise of the financial arrangements which have been outlined. It is conceivable that the uncertainty which at the time existed regarding the exact boundary line between British Columbia and Alaska might lead to very complicated arrangements between the parties. But the survey given renders it manifest that the Contract Company, the railway companies, and the holding company were not dealing at arms' length. Their friendly relations are shown in the fact that the terms set out in the agreements in two instances referred to work which had been done before agreements existed. Now, this may have been necessary under the circumstances. But after the lapse of years, and in view of the complicated financing which has been sketched, and the disappearance of any means whereby the costs submitted may be checked, it is impossible to say whether the sum submitted represents the true cost of the road. There is not before the Board information to show that the statements of cost are conclusive of reasonableness, and so it is necessary to consider other factors as well.











The burden of the rates contained in the Skagway-White Horse tariff may be better understood by referring to the ratio of these rates in some particular instances to the price of the commodity. In the computing of the following table, Vancouver prices of December 3rd, 1910, have been taken:

Comodity.	Vancou- ver price per ton.	S. S. Rate to Skaguay per ton.	Assum- Skaguay price per ton.	Local rate per ton to W. Horse.		Ratio of Local rate Skag. Price.	
				L.C.L.	C.L.	L.C.L.	C.L.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.		
Beef, fresh.....	16 00	27 00	43 00	70 00	60 00	162.7	139.5
Pork, fresh.....	24 00	27 00	51 00	70 00	60 00	137.2	117.6
Butter, fresh .....	80 00	14 00	94 00	70 00	60 00	74.4	63.8
Cheese.....	30 00	10 00	40 00	55 00	50 00	137.5	125.0
Bacon .....	50 00	10 00	60 00	55 00	50 00	91.6	83.3
Potatoes .....	30 00	11 00	41 00	55 00	50 00	134.1	121.9
Flour.....	65 00	9 00	74 00	50 00	45 00	67.5	60.8
Oats.....	34 00	9 00	43 00	50 00	40 00	116.2	93.0
Hay, double compressed....	26 00	15 00	41 00	50 00	40 00	121.9	97.5
Feed.....	36 00	9 00	45 00	50 00	40 00	111.1	88.8
Sugar.....	109 00	9 00	118 00	50 00	45 00	42.3	38.1

As indicated, the steamship rate has been added to the Vancouver price, giving an assumed Skagway price, and then the rail route from Skagway to White Horse is worked out as a ratio of this assumed Skagway price. The computation of percentages designedly omits the consideration of the ratio of the Skagway-Dawson rate to the Skagway price; for the White Horse-Dawson portion of the route is beyond the jurisdiction of the Board. The last column of the table illustrates the pressure of the rail rate. It is not assumed that the ratios shown do not alter from time to time with variations in price, but as the steamship proportions are agreed on and local rates are not fluctuating, it is probable that the ratios are not much out of line.

In the evidence given by Mr. Graves at Dawson, a large amount of material was submitted concerning the nature of the business of the route and the peculiar conditions affecting it. This testimony in condensed form is as follows.

The route, that is to say the rail and water route, has four months of profitable traffic during the season when the river is navigable. This period was stated to extend from about June 1st to October 1st. The local traffic, when navigation was closed, was stated to be insufficient to meet operating expenses. Mr. Graves stated that the business was practically all through traffic. At the hearing in Ottawa, Mr. Chrysler said that nine hundred and ninety-nine out of a thousand parts of the traffic were through traffic.

It is further developed and admitted that the bulk of the traffic is inbound. Among the statements obtained by Mr. Hardwell from the offices of the White Pass Route to Skagway there is one which covers freight and train mileage from the year 1899 to 1905 inclusive, and the first six months of 1906. This shows the following detail regarding the freight car movement:

	1899.	1900.	1901.	1902.	1903.	1904.	1905.	1906, Jan. 1 to June 30.
Mileage loaded freight cars, North.	77,812	285,719	365,128	331,843	364,751	342,612	335,158	118,210
" " " South.	2,416	9,702	12,854	13,340	15,246	21,106	11,858	5,781
Mileage empty freight cars, North.	748	821	2,851	2,599	969	1,907	429	201
" " " South.	73,949	275,568	349,168	319,205	347,152	328,797	329,459	110,402



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Information for the period down to date is not available to show the proportion of loaded to empty car mileage and the direction of the traffic. It does not seem necessary, however, to pursue this phase of the subject matter further, as it is a matter of common knowledge that at present the traffic is preponderantly a one-way traffic.

The features of the railway as to grade may be summarized from the report of the Chief Engineer of the Companies which is contained in the report of the White Pass and Yukon Railway Company for the year ending June 30th, 1900. Between Skagway and Summit, there is for a distance of thirteen miles a maximum grade of 3.81%. From Summit to Bennett, the maximum grade varies from 3.3% to 2.91%. Between Bennett and White Horse, the maximum grades vary from 1% to 3.9%. The latter grade is a short grade for a few hundred feet, and is with the inbound traffic. Aside from this, the maximum grade is 2%.

The traffic moving over this railway is subject to the Northern Freight Classification. In this Classification, goods are classed A, B, & C, A being the lowest class. In addition to the straight class ratings, there are various multiples of class ratings as well as fractions of class ratings. The tariff above referred to, viz., C.R.C. No. 9, gives the following tariff rates per ton:

	L.C.L.	C.L.
Class A.. . . . .	\$50 00	\$45 00
Class B.. . . . .	\$55 00	\$50 00
Class C.. . . . .	\$70 00	\$60 00

While the ton mile rate is not an infallible measure of the reasonableness or otherwise of a rate, it is to be given due weight. Referring to the material contained in the tables above dealing with the White Horse and Dawson rates, the following results for the rail hauls may be derived therefrom:

	Dawson Ton Mile Rate in cents.		White Horse Ton Mile Rate in cents.	
	L C. L.	C. L.	L. C. L.	L. C.
Class A .....	33	30	45	40
Class B.. .....	40	35	49	45
Class C.....	48	43	63	54

It is manifest that the peculiar facts attaching to the traffic of this road justify much higher rates than would be reasonable in the case of other roads of similar length located elsewhere. Mr. Congdon said in Ottawa at the hearing on June 9th, 1909, (evidence Volume 88, page 8404).

"I am of course bound to concede, as every reasonable man must concede, that "this road is entitled to very much higher rates than any road of a corresponding "length or corresponding description, for that matter, to be found on the outside." Recognizing that there are conditions peculiar to the Skagway-White Horse rail haul, it is at the same time of interest to make a comparison between the rates charged between Skagway and White Horse and the rates on the Mountain Division of the Canadian Pacific Railway in British Columbia. The class rates on this section of the Canadian Pacific are the highest in Canada, outside of the Yukon. The following table gives the rates per ton for a number of commodities in both less than carlots, and carlots, as well as the ton mile rates for both these classes of traffic between Skagway and White Horse, and between Canmore, B.C., and a point 111 miles west:



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—	W. P. & Y. Ry. Class Rates per ton.		P. T. M.		C. P. R. Class Rates per ton.		P. T. M.	
	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.	L. C. L.	C. L.
	\$ cts.	\$ cts.	Cts.	Cts.	\$ cts.	\$ cts.	Cts.	Cts.
Flour ... ..	50.00	45.00	45	41	8.60	5.00	8	5
Salt .. ..	50.00	45.00	45	41	8.60	3.90	8	4
Sugar.....	50.00	45.00	45	41	8.60	7.60	8	7
Butter.....	70.00	60.00	63	54	14.40	11.40	13	10
Coal Oil.....	50.00	45.00	45	41	11.40	7.60	10	7
Iron, Sheet .. ..	50.00	45.00	45	41	8.60	7.60	8	7
Hay, Single Compressed....	62.50	56.00	56	50	25.80	3.90	23	4
Glass, Window .. ..	50.00	45.00	45	41	11.40	7.60	10	7
Tobacco, plug... ..	55.00	50.00	50	45	17.20	8.60	15	8
Ale, Beer.....	55.00	50.00	50	45	11.40	7.60	10	7

It will be seen from a consideration of the figures that the ton mile rates from Skaguay to White Horse on the commodities indicated are in every case much higher than the highest charge between Canmore and the point taken. This comparison is not put forward as being in any way conclusive; it is simply an illustration. In the case of the White Pass Route, the great bulk of the traffic is through. It may be that with local development along the line from White Horse outbound that mineral traffic and other forms of traffic will develop; but this is a matter of development. It is further to be recognized that it is only during a portion of the year that the large bulk of traffic is moved. In the case of the portion of the Canadian Pacific Railway, which has been taken for purposes of illustration, it is to be recognized that the local traffic is negligible; almost without exception, the traffic passing over this portion of the railway is through traffic which moves a longer distance. But over this portion of the railway there is no seasonal limitation of traffic; it may move freely in either direction throughout the year. The large volume of through traffic which the Canadian Pacific Railway carries maintains this portion of the railway. Both the railway from Skagway to White Horse and the Mountain portion of the Canadian Pacific referred to are at present, from a traffic standpoint, bridges. Then, again, on this section, the grades are on the whole more favourable than on the White Pass & Yukon Route. It may be alleged that since practically no local traffic of any consequence moves on this section of the Canadian Pacific, the class rate is simply a paper rate. This may be accepted as true; but at the same time the class rates may be taken as what the Canadian Pacific would consider to be reasonable rates, if local traffic were moving over this section. And the comparison is of some advantage in showing what is the burden of rates on the White Pass & Yukon Route

After due consideration, I am of opinion that the tariff C. R. C. No. 9 is unreasonable and excessive, and that the respondents should substitute therefor a through tariff of joint rates showing a reduction of at least one-third in each case from the rates quoted in the above mentioned tariff, these rates to be a maximum to intermediate points between the international boundary between Alaska and British Columbia and White Horse, lower rates, if any, existing to or from such intermediate points not to be taken out because of this direction. This tariff should be filed to be effective by April 1st, 1911.

The Board deals in this matter with the class tariff alone. It is informed in evidence that it is the policy of the management of the railways making up the route from Skagway to White Horse to grant commodity rates for a period from about July 1st to August 15th or 16th, and in some cases to August 31st. The



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Board expects that in granting such commodity rates no action will be taken by the railways which will place White Horse in the position of being discriminated against.

Judgment, Chief Commissioner Mabey, January 4th, 1911.

This is a continuation of this case as reported in 9 C.R.C. 190. The former judgment dealt only with the question of jurisdiction over the subject matter of the complaint, it being thought better that the respondents should have an opportunity of obtaining the views of the Supreme Court upon that question, before the reasonableness of their tolls was considered by the Board. No appeal was taken from that judgment. It was complied with by the respondents filing tariffs purporting to be in accordance with the directions given; and the only questions now remaining for disposition are whether in form these tariffs comply with that judgment, and as to the reasonableness of the tolls established by them.

Mr. Commissioner McLean has dealt fully with the question of the fairness of these tolls, and I entirely agree in his conclusions as to the tolls upon freight traffic.

Complaint was made against the passenger tolls in the original as well as in the Conrad complaint, and by the order of September 7th, 1910, made in that case, complaint against these tolls stood over to be considered in the present case.

I am of opinion that the one-third reduction should also apply to the passenger tolls upon passenger traffic over the portion of the route that the tolls upon freight traffic are being reduced. The Companies have, in the past, been charging eighteen cents per mile. This seems out of all reason, and has no parallel, so far as any information can be obtained. A reduction to twelve cents per mile will still leave the tolls three times as high as anywhere else in Canada.

Some criticisms of the form of the tariffs now being considered might be made but as these will have to be reprinted to comply with the reductions directed, further consideration may be deferred until the new ones are filed, showing the required reductions.

The Board will not be understood as holding that there may not be certain questions regarding wharfage at Skagway that may not fall within the provisions of the Railway Act; but these matters were not argued, and so have not been dealt with.

I am not unmindful of the importance of the view taken by the Board upon this matter, not only to the respondents but to the general public. A reduction of one-third in the rates of a company is a step that requires the most ample justification, and the Board should make no such requirement without feeling certain of its ground. It should hardly be necessary to say that it is equally the duty of this Board to protect the capital *actually* put into a railway by its stockholders, as it is to protect the public against unjust charges by those who operate the railway for the stockholders. If it were shown that the tolls heretofore in existence upon this line of railway only produced sufficient revenue to pay the proper expenses of maintenance of way and equipment, traffic, transportation, general expenses and fixed charges, and a fair dividend to the stockholders upon the money actually put into the road, I should refuse to be a party to reduction of tolls, even if they were the highest in the world.

The late Chief Commissioner, I am told, spent a vast amount of time in trying to ascertain what money went into this railway; at least three of the present members of the board have struggled with the same question; it lies at the root of this whole matter, yet the organization and capitalization of the various concerns that have been in existence as construction companies, operating and holding companies for this hundred odd miles of railway, has been so manipulated that the whole history represents a maze of mystery. Why was it necessary to obtain so many Federal, Provincial, American, and English charters to construct this short mileage? Why should it be impossible, from actual records, to show the cash that went into the enterprise? Why all this mystery? Some one may understand it all, no one connected with this Board does; and no one, upon behalf of the respondents, has been able to explain it.



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I have no doubt that no such money as is shown in the capitalization of these companies ever went into the construction of this road, and the only inference that can properly be drawn from the unnecessary and mysterious combinations of individuals and corporations in the building and operation of this road is that it was never intended that anyone ever should be able to find that out. The Respondents offered no evidence of physical valuation of the undertaking in its present condition, or of the cost of reproduction; so we are left to struggle as best we can with the most complex and unsatisfactory lot of accounts and figures that it has ever been my misfortune to contemplate.

The requirements of this Board will diminish the rates of this route, within the zone of operation affected by these new tariffs, by thirty-three and one-third per cent. Let us see how this would work out assuming that this would have meant a corresponding decrease in the gross earnings of last year.

The report made to the Government of Canada by the British Yukon Company covers the 90.32 miles in Canada; but in this mileage is included that of the British Columbia Yukon Railway from Summit to Pennington, a distance of 31 miles, and that of the British Yukon Company thence to White Horse. The report to the Dominion Government for the year ending June 30th, 1910, shows that this mileage of 90.32 miles in Canada had passenger earnings of \$78,283.00 and freight earnings of \$206,547.00. The gross earnings are returned as \$328,994.00. The general expenses of traffic and transportation, maintenance of way and structures, and equipment were in round numbers \$117,000.00, leaving in round numbers net earnings for these 90.32 miles of \$212,000.00.

While a reduction of one-third in rates does not of necessity mean a reduction in revenue, yet for the purposes of analysis it may be assumed that the one-third reduction in rates would mean one-third of the gross rates. The reduction on this amount would leave them at \$219,000.00, which would leave \$103,000.00 as the net earnings. These figures may mean much or nothing; it depends upon the fairness of the Company's book-keeping.

As indicated in the judgment rendered on June 14th, 1909, a resolution was passed on June 24th, 1902, providing that the gross through traffic earnings were to be applied, in the first place, to the payment of operation and other expenses; secondly, to the interest upon the bonded debt, (in so far as the local earnings should be insufficient to meet the operation expenses and bonded debt); and the remainder of the through traffic earnings was to be divided between the British Columbia Yukon and the British Yukon as follows: 25 per cent to the latter, 10 per cent to the former. Against these, there was charged in the case of the British Yukon Company 32 per cent of the operating expenses of the line of railway between White Horse and Skagway, and 14 per cent in the case of the British Yukon Railway Company. Here again, as in all of the record of the White Pass and Yukon Route, we find much complexity. In June, 1903, a resolution which was passed at different dates during this month by the Companies constituting the route dealt with the question of the apportionment of joint earnings between the respective companies, and stated—

“Whereas the President of the Company has special knowledge of the details of all such matters and on account of the delay which would be occasioned, it is difficult or impossible in all cases to refer them beforehand to the Board.

“Now, therefore, be it resolved, that the President of this Company is hereby directed and authorized to enter into on behalf of this Company any and all agreements with such companies deemed by him advisable or equitable for the purpose of fixing or varying the proportion of joint earnings or of special items of joint earnings from time to time divisible between such companies, or for the purpose of charging against joint earnings such items as he may deem a special or extraordinary expense incurred by one or



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“more of such companies for the joint benefit or for the purpose of fixing the proportion in which such items should be borne by the respective companies benefited, and such agreements may be entered into as well after the event as before.”

Under this arrangement the following division of the gross earnings was made during 1903-1905—

	P. & A. R. & N. Co.	B. C. Y. Ry. Co.	B. Y. Ry. Co.	B. Y. N. Co.
1903.. .. .	13.06	7.6	14.8	64
1904.. .. .	20.43	9.23	17.81	52.4
1905.. .. .	30.34	8.62	16.91	44.13

The Board has not had submitted to it the basis of apportionment for more recent years; but on the latest information we have been able to obtain, it will be noted that the division for the rail portion of the route in Canada would represent only 25 per cent of the gross.

The divisions are purely arbitrary. Under the resolution, the operative portion of which has been quoted, they rest entirely in the discretion of the President of the Company, Mr. S. H. Graves. We have had no opportunity of checking these; we do not know whether the proportion of gross earnings apportioned to the British Yukon Navigation Company, which is outside of our jurisdiction, is a reasonable portion or not. It is manifest that the figures involved in the above return to the Government depend for their accuracy entirely upon these arbitrary divisions. This is a fair sample of all the figures, statistics, and statements furnished in this long drawn out case. Everything depends upon the judgment of some person or persons connected with the organizations or some or one of them. There seemed to be no original source for anything as a sure and safe starting point, and about the only thing in the whole case that one can feel perfectly safe about is the fact that in the past the tolls have been excessive and unreasonable.

These reductions, of course, do not apply to commodity tariffs or ore and concentrates, which were dealt with in the Conrad case. Personally, I have felt greatly handicapped in this case from not having heard the evidence. Satisfaction, however, is felt in the fact that both Commissioner Mills and Chief Traffic Officer Hardwell entirely agree in the order now made.

These gentlemen heard all the evidence given at Dawson and Vancouver, and Mr. Hardwell spent many days in investigating the Company's books at Skagway.

Assistant Chief Commissioner Scott and Mr. Commissioner Mills concurred.

The Order of the Board dated 18th January, 1911, directed (a) that the Joint Tariff C.R.C. No. 9, giving the rates charged by the respondent companies on the various descriptions of freight traffic therein specified between Skagway, Alaska, and White Horse, Yukon Territory, and intermediate stations in British Columbia and the Yukon Territory, be disallowed; (b) that the one-way passenger fares published in the respondent companies' Joint Passenger Tariff C.R.C. No. 3, to apply between Skagway, Alaska, and stations in British Columbia and the Yukon Territory, to and including White Horse, be disallowed; and the respondent companies were directed to specify therefor joint tariffs of freight and passenger tolls based on a reduction of at least one-third, in each case from the freight and passenger tolls shown in the said tariffs, which were disallowed,—the said substituted tariffs to become effective not later than April 1st, 1911.

The respondent companies appealed to the Governor-in-Council from this Order, and an Order to enable them to prosecute their appeal, when the Board enlarged the time within which the said substituted tariffs were to become effective until the first June, 1911.



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*Re Canadian Northern Railway Company's Bridge over Moira River, Belleville.*

Judgment, Assistant Chief Commissioner Scott, December 31st, 1910.

In its application, dated 31st August last, the Canadian Northern Railway Company applied for authority to construct a bridge over the Moira River in the City of Belleville. In the plans submitted by the Railway Company seven piers in the river are shown. The Municipal Council of the City of Belleville was asked if it had any objection to offer to the bridge, and after some correspondence the Board was sent a certified copy of a recommendation of the Railway and Public Works Committees, which was adopted by the City Council of Belleville at a meeting held on the 17th October, which read as follows:

"That in the opinion of the members of the Railway and Public Works Committee a smaller number of piers than seven would be better in view of the possibility of damages arising from damming back ice or water, but recommend that the Council take no attitude in the matter either of consent or refusal, leaving the matter to be disposed of by the Board of Railway Commissioners of Canada, after examination of the piers by an Engineer of the Board."

Then in a letter from the City Solicitor, dated November 2nd, 1910, we were sent a resolution passed by the City Council apparently on that date, in the following language:

"That it is the sense of this meeting that in the construction of the C. N. Railway Bridge over the River Moira, in this City that as few piers as possible be placed in the river and that a copy of this resolution be sent the C.N.R. Company and to the Railway Commission."

The Board's Engineer, Mr. Simmons, went to Belleville and examined the location of the bridge, and in a report dated November 7th, concurred in by Chief Engineer Mountain, he states:

"Taking everything into consideration, I am of the opinion that the piers might reasonably be reduced from seven to five. This would increase the spans from 65 feet in length to about 86', and reduce the spans from eight to six in number. This would not materially reduce the clearance between the bridge and the bottom of the river, and would increase the length of the spans 21' 8". I may say that the City has a bridge, about 1200 feet above the proposed bridge, having three spans, and the longest of these is 75 feet in length."

On this Report the Board issued Order No. 12222, dated 9th November, 1910, authorizing the construction of the proposed bridge in accordance with the plan, with the exception that the number of piers in the river were to be reduced from seven to five, and the number of spans reduced from eight to six; detail plans of the proposed work to be submitted for the approval of the Engineer of the Board.

After this Order was sent out to the parties, the Municipal Council of the City of Belleville at a meeting on the 14th November passed the following resolution, copy of which was submitted to the Board:—

"That this Council submits to the Railway Commission that the City be heard in regard to the number of piers in the C.N.R. Bridge over the Moira River and particularly in view of the fact that Mr. Simmons, Engineer of the Railway Commission, states to this Council that after he sent this Council a copy of his report, we would be given an opportunity of being heard."

A special sitting of the Board in Belleville was arranged for the 29th November, at which counsel for both parties and a number of citizens were heard, and the loca-



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tion of the proposed bridge examined by Mr. Commissioner McLean and myself. As it appeared to us at the time that the bridge was to cross a portion of the Moira River which it was contended by the City of Belleville was included in the territorial limits of the Harbour of Belleville, which under a Special Act 52 Vict. cap. 35, an Act respecting the Harbour of Belleville, was under the jurisdiction of the Harbour Commissioners of Belleville, it was decided to submit the matter to the Public Works Department of the Dominion Government before taking final action.

This was done, and by letter from the Secretary of the Public Works Department dated 29th December, the Board was sent a copy of a report of Mr. J. C. Sing, a District Engineer of the Department, in which among other things he states:—

“I am of the opinion that the said bridge” (with five piers in the river)  
“as laid out on the C.N.R. plan would meet the conditions and not increase the  
“jam of ice on the river.”

Mr. Sing also points out that a rock shoal in the river near the location of the bridge is an obstruction which impedes the flow of frazil and floe ice which should be removed, and also states that any material in the channel below the proposed bridge crossing, that may not give a depth of 12 feet of water below zero gauge should be removed. It is not clear from his report whether he intends that this work should be done by his Department or not.

The Board having given this matter careful consideration and having before it the opinion of two of its own engineers and the District Engineer of the Public Works Department that the construction of five piers in the river for the proposed bridge will not increase the jam of ice, should, I think, permit the Railway Company to go on with its work and construct the bridge on the understanding that the City of Belleville will be free at any future time to apply to the Board for an Order compelling the Railway Company to take some action to prevent the jamming of ice at its bridge when constructed, if it is shown that the disasters caused by ice jam flooding at Belleville are increased by the construction of the bridge.

No further Order will be necessary. The Secretary may merely write the Canadian Northern Railway Company to state that the request from the Board in the Secretary's telegram of the 22nd November to take no further action under the Order of the 9th of November is withdrawn, and the Company is now free to go ahead with its work.

Mr. Commissioner McLean concurred.

Imperial Steel and Wire Company, Ltd., v. Grand Trunk Railway Company.

Judgment, Chief Commissioner Mabee, January 10th, 1911.

On the 12th of March, 1910, the Applicants complained to the Board that they had been receiving, during the previous two weeks, almost daily, telegraph orders from their Winnipeg agent for carload lots of wire nails for all-rail shipment to Winnipeg via Grand Trunk to North Bay and C.P.R., and via Grand Trunk to North Bay, C.P.R. to Port Arthur and C.N.R. to Winnipeg. It was also alleged that the Grand Trunk Railway was the only line in Collingwood, and that, upon application to the agent of the Company there, he informed the Applicants that he had orders not to place Grand Trunk cars for that routing, but that he could place cars immediately if the Applicants would route via Chicago; and that, if the routing asked for was insisted upon, the Agent would have to order in Canadian Pacific or Canadian Northern cars, as the case might be, notwithstanding the Grand Trunk and empty cars standing in their yards. The Applicants further alleged that this should not be permitted, as it was discrimination against the manufacturer located on one line of railway.

The Grand Trunk, on the 14th of April, filed its answer to this complaint, among other things alleging that, at the time of the occurrence in question they were short



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of cars throughout Ontario, due to the outbound loaded car movement from Ontario being greater than the inbound loaded car movement, and that sixty per cent of Grand Trunk box cars were on foreign lines; that in order to protect their Canadian local business and preserve sufficient equipment for that purpose, they were compelled to place orders with the connecting lines for the foreign empties that might be required for loading their lines.

It is admitted that the Applicants were refused the use of Grand Trunk cars for loading to Winnipeg, via the route above mentioned, namely, Canadian Pacific and Canadian Northern.

It was thought that possibly the car shortage at the particular time in question might be relieved, but the Applicants desire a ruling upon the facts, and we presume they are entitled to it.

Under date of the 27th of April, the Applicants allege that they are compelled, to secure their business in competition with other manufacturers who have Grand Trunk, Canadian Pacific and Canadian Northern facilities, and seem to be under the impression that they are in some way entitled to have the Board furnish them with just as good transportation facilities as if they were located at points where they had two or three connecting lines of railway.

The Applicants were advised, in April last, that the Board did not regard it as reasonable that a railway company should be required to supply its cars for a short haul upon its own line and a long haul on the line of another Company.

Let it be assumed that, in April last, the Grand Trunk Railway Company was having a shortage of cars by reason of its own equipment having gone to foreign lines. Now it seems to us that its first duty was to protect the traffic upon its own road. If the Applicants were entitled to require the Grand Trunk Railway Company to send its cars off its own lines, every other shipper situated on the line of the Grand Trunk Railway Company would have the like right, and if the railway company was in no way allowed to control the movement of its own equipment, in a very short time its equipment might practically be entirely beyond its control. This question came up for consideration as early as 1888, in a case of *Riddle v. The Pittsburg & Lake Erie Railroad Company*, reported in 1 Interstate Commerce Reports, page 374, from which the following excerpt is taken:—

“If Complainants had a right to insist that this Company should send its cars at such a time with coal to Buffalo, then every other coal mine on its line had the same right, and this would have stripped this railroad of its equipment, leaving the other business along its line to go to ruin, but none of them had any such right. The Company had its legal duty to perform. Its first and most paramount legal duty to the shipping public was to make its entire freight equipment do its utmost in serving the shippers along its own line.” Further, “Under such circumstances the legal duty of this railway company was as the evidence shows it did, to operate its cars so as to keep them as much as possible on its line and confined to the business of its line.”

We are not suggesting that the Board has not power to require a railway company to transfer its cars to other lines, but rather simply affirming the principle that, in times of car shortage, it is not only the privilege but the duty of a railway company to retain its equipment so that traffic upon its own lines may be properly taken care of.

In the case of the Canadian Pacific Railway Company and the Nelson & Fort Shepard Railway Company, as far back as the 13th October, 1906, the late Chief Commissioner ruled that the Nelson & Fort Shepard Railway Company need not permit its equipment to leave its own lines and required suitable accommodation and facilities to be furnished by the Nelson & Fort Shepard Railway Company for receiving, carrying, and delivering traffic from Salmo and Ymir to the nearest



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junction point with the Canadian Pacific Railway Company, and further requiring the latter company to furnish adequate and suitable accommodation and facilities for receiving, carrying, and delivering such traffic brought to that point for furtherance to points on the line of the Canadian Pacific Railway Company, from time to time, as might be required.

We do not think, assuming that the Grand Trunk Railway Company was honestly endeavouring to take care of the traffic upon its own lines, that, at the time in question, the Applicants were entitled to have them compelled to furnish their own cars for the movement of this traffic to Winnipeg, along the route they desired.

With reference to the point taken by the railway company that it would furnish cars for this traffic routed via Chicago, the railway company answer that they had foreign cars upon their lines that they could have utilized, instead of moving westward empty. In any event, it is well settled that the initial or originating railway company is entitled to as long a haul upon its own lines as may be reasonable. This is laid down in the English case of *The Plymouth, Davenport and South-Western Junction Railway Company vs. Great Western Railway Company*, 10 *Railway and Canal Traffic Cases*, page 68. The following is an extract from the judgment in this case:

“For instance, on the one hand, we have to take into consideration that the  
“Great Western Company ought not, without some due cause in the public  
“interest, to be deprived of the advantage of its long run in respect of traffic  
“which has originated on its own system.”

It is not necessary to say anything further upon this point, as the foregoing covers the Applicant's complaint.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

*Great Northern Railway Co. v. The Canadian Northern Railway Co.*

The facts are fully set out in the judgment of the Chief Commissioner.

Judgment, Chief Commissioner Mabee, February 6, 1911.

In September, 1907, the Great Northern Railway Company filed with the Board an application asking for an order that the Canadian Northern Railway Company should *agree and concur in a joint tariff of \$2.50 per ton on coal from Duluth to 'Winnipeg,'* alleging, among other things, that the rate on coal from Port Arthur and Fort William to Winnipeg, over the lines of the Canadian Northern, was \$2.50 per ton; that the joint tariff between the Applicant and Respondent from Duluth to Winnipeg was \$3.00 per ton, of which the Respondent received seventy-five cents per ton; that the Applicant desired to reduce its rate to \$2.50 per ton, and was willing to allow the Respondent seventy-five cents per ton out of this reduced rate; that the Great Northern mileage was 365 from Duluth to Emerson, and the Canadian Northern 66 miles from that point to Winnipeg; that the people of the latter city had called upon the Applicant for assistance on their coal supply; and that this could only be done by putting the Duluth-Winnipeg rate upon the same basis as the Fort William and Port Arthur-Winnipeg rate.

To this application the Canadian Northern made lengthy answer, and took objection to the Board's jurisdiction, which question was argued and determined adversely to the contention of the Respondent. Later on, evidence was given at Fort William and Winnipeg at great length, and the case was again argued in all its phases in the last week of January, 1908, and Judgment was reserved. The death of the late Chief Commissioner took place within six weeks of the close of the case, and the matter has never since been finally disposed of.

Section 336 provides that as respects all traffic carried from any point in the United States into Canada by any continuous route operated by more than one



Company, a joint tariff for such route *shall* be filed with the Board. This section applied to the movement of coal from Duluth to Winnipeg by the Applicant and Respondent and in compliance therewith the Applicant duly filed C. R. C. No. 142, effective December 31st, 1902; superseded by C. R. C. No. 612, effective August 6th, 1909; superseded by C. R. C. No. 631, effective September 30th, 1909; all naming the Canadian Northern Railway Company as a participating carrier, and the rate from Duluth to Winnipeg as \$3.00 C. R. C. No. 631 has since remained and is still in effect.

Section 338 provides that where these joint tariffs are filed, the Company or "Companies shall until such tariff is *superseded* or *disallowed by the Board*, charge "the toll or tolls specified therein."

In the case of the Grand Trunk Railway Company v. The British American Oil Company, 43 S. C. R. 311, the Supreme Court held, affirming this Board, that, under Section 336, tariffs filed by foreign Railway Companies for rates on through traffic originating in foreign territory, to be carried by continuous routes owned or operated by two or more companies from foreign points to destinations in Canada, are effective and binding upon all Canadian Companies participating in the transportation, although not expressly assented to by the latter, and may be enforced by the Board against such Canadian Companies.

Under this decision, there is and has been nothing to prevent the Great Northern Railway Company, if it so desired, from filing a tariff giving a rate of \$2.50 upon coal from Duluth to Winnipeg, naming the Canadian Northern Railway Company as the participating carrier, and this tariff would "*supersede*" the old \$3.00 one, and the Canadian Northern would be bound to accept and carry traffic under it, unless it was "*disallowed by the Board*." No order granting leave to file any such tariff, or requiring the Canadian Northern Railway Company to agree to, or concur therein, was or is necessary, and this application was entirely unnecessary.

The Canadian Northern has had on file, during all this time, a general concurrence with all tariffs that might be filed by the Great Northern, and in that respect its position would have been much weaker than that of the Grand Trunk in the Oil Case, as there it had endeavoured to protect itself by filing an exception to the oil rate of the Indianapolis Southern.

In view, however, of the amount of evidence given, and the time and labour spent upon argument, to say nothing of the importance with which the Respondent, as well as the Canadian Pacific Railway Company, regarded the application, it does not seem proper to leave the case in the above position, as, doubtless, if the Applicants filed such a tariff, the Respondents would at once move for its disallowance. and as all the possible material is now before the Board, it would seem reasonable to now determine whether, if a \$2.50 rate were put in by the Applicants between Duluth and Winnipeg, over the route of the Applicants and Respondents lines, it would be disallowed by the Board.

The Canadian Northern Railway Company has a line from Port Arthur to Winnipeg, the Canadian Pacific Railway Company has a double track road between Fort William and Winnipeg, and the evidence showed that large sums had been expended at Port Arthur by the Respondents for the establishment of a plant for handling coal. Large sums in wages are paid at both these points to workmen engaged in this work; and it was clearly demonstrated that if this trade was taken away from these cities, it would seriously injure them. The facts, so far as they affected these two cities, were presented by Counsel for the cities, they being allowed to intervene, and may or may not have any bearing upon the case.

Let us deal for a moment with the case as it affects the Canadian Northern only: Now it enjoys the revenue derived from this coal traffic at the rate of \$2.50 per ton, hauling it from Port Arthur to Winnipeg, about the same distance as from Duluth to Winnipeg, and the Great Northern desires to get this traffic away from it, putting seven-tenths of the revenue earned from it into its own treasury, cut-



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ting down the earnings of the Canadian Northern from \$2.50 to 75 cents per ton, and compelling it to return its empty grain cars to Winnipeg minus this coal traffic. In whose interests would all this be? What reason exists for the transfer of this traffic and the revenue derived therefrom from one Company to another? How would the Winnipeg coal consumer be benefited? Would he be getting coal by a shorter route or at a lower freight rate? This case is not to be considered as if the application came from the people of Winnipeg, supported by satisfactory evidence that the Railways were defaulting in furnishing a sufficient coal supply via Fort William and Port Arthur. There was something said about a shortage at some time, but it was not suggested at the hearing that the Fort William and Port Arthur route was not a satisfactory and reasonable one, nor was it suggested that the Railways operating from these points could not supply Winnipeg and adjacent points with all the coal necessary, and at the minimum of cost for its transportation.

The application, then, is a plain and selfish attempt by the Applicants to use the Board to divert traffic from the lines of the Respondent to its own lines; not to furnish any better or cheaper route for the carrying of coal to Winnipeg, nor to furnish any more prompt or steady service, but solely that the Applicants might obtain the revenues earned by the Respondent from this coal traffic. This Board has steadily refused to permit the Railway Act to be put to any such abuse.

An attempt of a somewhat similar nature was made in the *Muskoka Rates* case. The Canadian Northern Railway Company v. the Grand Trunk Railway Company and the Canadian Pacific Railway Company, 7 Canadian Railway Cases 289. There the Board said—"Is it fair that the Applicant should be permitted to "make use of the Act to divert from the lines of the Grand Trunk and Canadian "Pacific Railways at Toronto, the tourist traffic that the last mentioned railways "have spent years in developing? That this would be to the advantage of the "Applicant is clear, but it has not been shown that the public is to any appreci- "able extent interested."

The same principle was involved in the case of the Elder Dempster Steamship Company vs. the Grand Trunk and Canadian Pacific Railway Companies, 10 Canadian Railway Cases, 334. There the Board refused the application, and the following extract from the Judgment is sufficient to show why it failed: "Upon the face "of the matter then, it is a struggle to obtain from the Railways part of their west- "bound traffic; and it is by no means clear that the shippers would obtain any "material benefit if the application succeeded."

In England, in the case of the Didcot, Newbury, and Southampton Railway Company vs. the London and Southwestern Railway Company, 10 Railway and Canal Traffic Cases, 9 Sir Frederick Peel said: "It seems to me, upon the evidence, "that the means provided for that purpose by the Southwestern Company, by their "route, leave no cause of complaint, and that no real advantage would accrue to "the public through having the different route proposed by the applicants." These words are particularly applicable to the case in hand, as there was no evidence, nor did Counsel argue, that the route proposed by the Great Northern would produce any advantage to the public.

In the United States, the administration of The Act Respecting Commerce has been entirely upon the lines above indicated. *In re Through Passenger Routes*, 16 Interstate Commerce Reports, at p. 310, the then Chairman said: "The Statute "provides that the Commission may establish through routes and joint rates, but "does not require it to do so. It follows then that before the Commission can "lawfully exercise its discretion in this respect, it must find that no reasonable or "satisfactory through route exists; and when its jurisdiction is thus established, "its discretion must be exercised upon sound considerations of justice to the public "and the carriers."

In *Baer Brothers v. The Missouri Pacific*, 17 I.C.R., at p. 225, the present Chairman said: "As we understand the law, it does not require us in all cases where



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"no through route and joint rate exists, to establish a route and fix a rate applicable thereto, but only empowers us to do so in a proper case, for the purpose of giving effect to the Act."

In *Spring Hill Coal Company vs. Erie Railroad Company*, 18, I.C.R., 508, it was held that the Interstate Commerce Commission had no jurisdiction to establish a through route and joint rate where a reasonable through route already existed.

Now, applying these cases to the one now under consideration, the Board finds as a fact that there is already a reasonable route and rate, not a joint rate with the water carriers of this coal, because the Board has no control over them—but a reasonable route to destination; so if this case were before the Interstate Commerce Commission, the Applicants, upon that state of facts, would be told that there was no jurisdiction to establish another route.

It may be that the Railway Act gives wider authority to this Board, and that we have jurisdiction to establish more than one route and joint rate between any two given points; but any such action could only be justified by it being clearly established that the interests of the public plainly called for such intervention.

The law requires the carriers to establish reasonable through routes and rates applicable thereto, and when this has been done they have discharged their duty in that regard. The Canadian Northern says it has established a reasonable route for coal to Winnipeg; it has established that fact by evidence, and it is not bound to submit to another route established by the Great Northern Railway Company, this latter proposition being made solely for the pecuniary benefit of the Great Northern to the loss of revenue of the Canadian Northern, and no apparent corresponding benefit to the public.

If such a tariff were filed by the Applicants, it would, upon the existing state of facts, be disallowed by the Board.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.

Byron Telephone Co. v. The Bell Telephone Co. of Canada.

Judgment, Chief Commissioner Mabee, January 20th, 1911.

On the 4th day of October, 1906, these two companies entered into a lengthy agreement reciting that the Byron Company was about to construct a metallic circuit telephone line extending from the village of Byron to points in the Townships of Westminster, Delaware, Lobo and London, within a radius of ten miles from the Village of Byron, all in the County of Middlesex, and that it had requested the Bell Company to make connection with its system.

Paragraph 1 of the Agreement provides:—

That the Bell Company will "permit an interchange of telephonic conversations and messages between the Byron Company's System, as above set forth, and the telephone system of the Bell Company under the general rules and regulations of the Bell Company, and at the charges hereinafter provided for, and to provide the necessary equipment therefor at its office in the village of Byron."

It is not necessary to refer to the other clauses of the Agreement.

Attached to the record is a letter from the General Superintendent of the Bell Telephone Company, dated December 4th, 1906, addressed to the Byron Company, acknowledging receipt of a letter addressed to Mr. T. H. Ashley, requesting permission to extend the Byron Company's system. The letter grants permission as outlined in the application, and requests that when the Applicant Company is ready to connect its additional lines that it should communicate with the Bell Company, stating the distance of the lines the latter Company would require to erect from its office to the Junction.

The application referred to in the above letter is not before us.

A letter is also filed, dated 18th September, 1909, from the General Superintendent of the Bell Company to the Byron Company, alleging that the correspond-



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ence and contract had been gone over, and the letter contained the advice that the Bell Company did not expect that the Byron Company would require more than the capacity of a forty-seven switchboard, which would accommodate five terminating lines, and that, under the circumstances, the Bell Company must refuse to again add to the switchboard, as it did not consider the connection a paying one for the Company.

Another letter, dated December 6th, 1909, contained a statement forwarded to the Bell Company from Mr. Richmond, who was apparently the agent of the Bell Company at London. Mr. Richmond said that he could find nothing in the correspondence that would indicate that the Bell Company at any time intended or expected to have more than three Byron Company's lines on its Byron switchboard, and that he did not know what led up to changing the switchboard from Specification 47 to 50. The General Superintendent of the Bell Telephone Company further added that the contract was not satisfactory in other respects to the latter company, and that it must again refuse to comply with the request to incur the necessary expense to fulfil the applicant's wishes.

There is attached to the file a large amount of material showing the financial situation between the two Companies, and what each has made under the terms of the contract, but, as I understand the situation, this is immaterial. The point is, what was the contract? and I assume the parties must live up to the contract whether it was beneficial to one or both.

The matter comes before the Board upon the application of the Byron Company for an interpretation of their rights under clause 1.

In a memorandum of December 20th, which I asked to be sent to the parties, I stated that there seemed to be some doubt about the facts and that I did not see how the matter could be ruled upon. At that time the answer of the Bell Company had not been received. This answer alleges that, at the present time, the Byron Company's subscribers communicate with each other through the Bell Company's board at Byron, although such interchange was never in any way contemplated by the contract, or provided for therein; and that the Byron system has now grown to such an extent that it requires an enlarged switchboard for the interchange of service "*between its own subscribers.*"

There is nothing that I can find upon the file, from the Applicants, upon this point. They simply claim that the capacity of the switchboard provided by the Bell Company is not now sufficient. Sufficient for what?

In a letter from Mr. Robert McEwen, dated December 12th, he alleges that his understanding of the contract is that the Bell Company are required to supply a switchboard sufficient to accommodate all the lines the Byron Company take in to the Bell Company's office at Byron.

Clause one of the contract is in no way ambiguous if one knows the facts. It imposes upon the Bell Company the obligation to provide the necessary equipment to permit an interchange of telephonic conversations and messages *between the Byron Company's System*, as set out in the recital to the contract, and the *Telephone System of the Bell Company*. If it is necessary that this switchboard should be enlarged in order to do that, then it is the obligation of the Bell Telephone Company to construct the enlarged switchboard. If, on the other hand, the present switchboard is large enough to carry the traffic between the subscribers to the Byron Company, on the one hand, and the subscribers to the Bell Company, on the other, then it seems to me that the Bell Company has performed its duty under the contract. If this enlarged switchboard is necessary to take care of the traffic between the subscribers of the Byron Company themselves, who are switching through the Bell office, it does not seem to me that it falls within the contract. The parties themselves will know about this, and the foregoing ruling may apply as the facts are.

Assistant Chief Commissioner Scott and Mr. Commissioner McLean concurred.



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## THE CANADIAN NORTHERN RAILWAY CO. VS. THE CANADIAN PACIFIC RAILWAY CO.

Judgment, Assistant Chief Commissioner Scott, February 3rd, 1911.

The Canadian Northern Railway Company applied to cross the main line of the Canadian Pacific Railway, which is its North Shore line to Ottawa and its line to Quebec, some distance west of Jacques Cartier Junction, by an overhead bridge. It appears that at the point where the proposed crossing is to be constructed there is a spur from the C.P.R. to the jail. In order to have this spur track placed in the same opening under the Canadian Northern Bridge, which will span the Canadian Pacific Railway main line, the spur track will have to be moved. The question has come up as to which Company should be at the expense of moving the spur line. The Canadian Northern location in question was approved on the 30th August, 1906. and the Canadian Pacific Railway Company's jail spur was approved on the 29th January, 1908; but the latter spur has been constructed for some time.

Following the decision of the Chief Commissioner in the C.N.R. vs. C.P.R. 7 Canadian Railway Cases, p. 297, "construction" and not "approval of location" gives priority. Therefore, the Canadian Pacific Railway Company's spur is senior and all the expense connected with its being moved for the purposes above mentioned should be borne by the applicants.

An order should go approving of the application on condition that the spur track, as well as the main line track of the C.P.R. is crossed overhead; detail plans to be approved by an Engineer of the Board, and all expense of the work to be borne by the applicants.

Mr. Commissioner McLean concurred.

LACHINE, JACQUES CARTIER AND MAISONNEUVE RAILWAY COMPANY (GRAND TRUNK RAILWAY)  
VS. CANADIAN PACIFIC RAILWAY COMPANY..

Judgment, Assistant Chief Commissioner Scott, February 2nd, 1911.

The Lachine, Jacques Cartier and Maisonneuve Railway Company, (G.T.R.) has applied for a level crossing over the C. P. R. Company's tracks near the point of interchange at Jacques Cartier Junction. The evidence is that there are a very large number of trains, some thing over 50, per day on the C.P.R. line, with a prospect of an increase in traffic. This is not only the North Shore line to Ottawa, but its main line to Quebec as well. It has been demonstrated that by going a short distance further east from the point at which the Jacques Cartier Ry. Co. have applied to cross on the level, an under-crossing with sufficient clearance under the C.P.R. tracks could be found, which apparently would be satisfactory. Some distance further west from the point at which the Lachine, Jacques Cartier & Maisonneuve Ry. Company applied to cross on the level, the Canadian Northern have undertaken an expensive work to cross the C.P.R. tracks overhead.

Under all the circumstances of this case I am of the opinion that the application of the Jacques Cartier Ry. Co. to cross the C.P.R. on the level should be refused, and that Company should be advised that if they desire to cross the C.P.R. it should be by some means which would provide for a separation of grades.

Mr. Commissioner McLean concurred.

*Application of J. & J. Taylor, Toronto, Cartage on Safes.*

Messrs. J. & J. Taylor of Toronto complained that the note appended to item 35, page 47, of the Canadian Classification No. 15, namely, "Safes of 1000 pounds each, or over, to be loaded and unloaded by owners", was unjustly discriminatory against them as manufacturers of safes.

Judgment, Chief Commissioner Mabee, March 8, 1911.



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The complaint attacks the note appended to Item 35, page 47, of Classification No. 15, which is as follows:—

“Safes of 1,000 lbs. each, or over, to be loaded and unloaded by owners.”

This is an exception to Rule 12, which provides that freight weighing 2,000 lbs. or more per package must be loaded and unloaded by the owners. This exception is carried into the cartage tariffs, and together with safes of 1,000 lbs. each, or over, appear:—

“boats, all kinds; household goods and settlers' effects, marble slabs, pianos.  
“glass in boxes, outside dimensions over 10 united feet.”

There will at once occur to one's mind reasons why those articles might properly be excepted for cartage—but why so as to safes of upwards of 1,000 lbs? The answer sets up that

“special vehicles and appliances are required”

for moving safes weighing more than 1,000 lbs., and that more men are necessary: that it is an unusual service and the expense is unusual. Now the carriers will cart any sort of machine weighing up to 2,000 lbs., but not an iron safe. Take, for instance, a printing press weighing 1,800 lbs., constructed with delicate parts and requiring careful handling. Surely it would be more expensive to the companies, and require more men to handle than an iron safe of the like weight. The applicants called an experienced carter, who said he would rather handle a safe than a machine, that “it is on wheels, and runs easily,” and he had been handling safes for 35 to 37 years.

The position, then, is that the carriers admit that it is reasonable for them to cart all kinds of machines up to 2,000 lbs., but refuse to extend this rule to iron safes, unless they weigh less than 1,000 lbs. The Applicants make none that fall within this rule. If it is reasonable to cart a machine of 1,500 or 1,800 lbs., it seems to us to be unreasonable to refuse the same privilege to the manufacturers of safes. It flavors of different treatment to the manufacturers of safes from that extended to the manufacturers of machinery, and an order must go striking this note out of the Classification, and the cartage regulations must be amended accordingly.

Assistant Chief Commissioner Scott and Commissioners Mills and McLean concurred.

*Application from Thomas Miles Sons, Hamilton, Ont., Rates on Gas-house Coke.*

Thomas Miles Sons, Limited, of Hamilton, complained of the advance by the Grand Trunk Railway Company of Canada in its freight rates upon gas-house coke from Black Rock to Hamilton and other Ontario points.

Judgment, Chief Commissioner Mabee, March 9, 1911.

The applicants are coal merchants carrying on business in Hamilton, and complain against an advance in the freight rates upon gas-house coke from Black Rock to Hamilton and other Ontario points, which came into effect by Supplement No. 11, issued December 12th, 1910.

For many years the rate from Buffalo to Hamilton was 50 cents, and from Buffalo to Toronto 80 cents per ton. It has been increased to 80 cents from Buffalo to Hamilton and to \$1.00 from Buffalo to Toronto. This increase is entirely on the Canadian end of the haul, and was said to have been brought about at the request of the Consumers' Gas Company of Toronto. Gas-house coke is made from bituminous coal, upon which there is a duty of 53 cents per ton, and the freight



rate on the coal from the Bridge to Toronto is 60 cents per ton; so, in competition with the Buffalo Gas Company, the output of Consumers' Gas Company is at a disadvantage of \$1.13 per ton, gas-house coke being on the free list. This led to the matter being taken up by the Toronto Company with the Railway Companies. The freight rate from Toronto to Hamilton on this coke is 70 cents per ton as against the 50 cents Buffalo-Hamilton rate. From Toronto to Brantford it is 90 cents per ton as against a Buffalo-Brantford rate of 70 cents, and the Toronto company advises the Board, under date of March 8th instant, that they "asked that the rates from Toronto to the points named be lowered to meet the rates from Buffalo." Instead of complying with this request the companies increased the Buffalo-Hamilton rate by 30 cents per ton. We do not think anything was shown at the hearing to justify this increase, and these advances must be cancelled and the old rates restored.

Assistant Chief Commissioner Scott and Commissioners Mills and McLean concurred.

### Protection of Highway Crossings.

Commissioner Mills:—

#### A Word on General Principles.

The four main factors to be considered as creating the necessity for protection at a highway crossing are: the number of railway tracks; the number of trains, and especially the rate of speed at which trains run over the crossings; the view which those using the highway have of trains approaching in both directions; and the amount of vehicular and pedestrian traffic over the crossing.

1. The number of railway tracks in close proximity is a matter which has to be carefully considered, especially when there are movements of engines or cars across adjacent tracks at irregular or uncertain intervals.

2. Due consideration must be given to the number of trains running on the main line of the railway; but the speed at which trains run is a matter of much greater importance, especially in the case of a double-track line on which through freight trains run full speed at irregular hours.

3. The question as to the view is one of much importance—whether persons approaching on each side of the crossing, at a distance of, say, 100 feet or more therefrom, have a clear, uninterrupted view of the railway for a considerable distance in both directions. This must always be regarded as one of the main factors to be considered in determining the nature of the special protection, if any, to be provided at a crossing.

4. Only limited weight should, I think, be given to arguments based on the amount of vehicular or pedestrian traffic on a highway. The traffic over any crossings in this and other Provinces has been heavy for years past and no accidents have occurred, because the view in all directions is clear and unobstructed; and at many crossings over which the traffic is quite light, accidents have occurred, because the view in one direction or the other is obstructed.

Further, I have never been able to see the justice of the conclusion that people who have to use a given crossing are not entitled to reasonably good protection of their life and property, simply because there is not considerable or a large number of others who have to use the crossing.

The Government, in laying out the roads through a township in a given county, say, in this Province, did not make the allowance 66 feet wide where it thought the traffic would be heavy, and half that width or less where the traffic was likely to be light; Township Municipalities did not construct the road surface 25 feet wide on certain road allowances where the traffic was likely to be heavy, and 15 or 16 feet wide where it was likely or sure to be light; Parliament, in deciding upon the width of a



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subway for carrying a highway under a railway, did not say that it must be at least 20 feet wide where the traffic was heavy, and 16 or 17 feet where the traffic was known or likely to be light; and the Board, in dealing with the headroom required where a railway passes under a bridge, has never yet taken the position that there must be 22 feet 6 inches clearance where the traffic on the railway is heavy and many trainmen are exposed to danger, but that, in order to save expense, the headroom may properly be reduced to 17 or 18 feet where the traffic on the railway is light and the number of men exposed to danger is small. Hence I cannot see why the Board, in dealing with the question of the protection required at highway crossings, should proceed upon the principle that in order to save expense, the life and property of men may properly be endangered, in case the number exposed in any given instance is relatively small.

Therefore, I think the main point to determine regarding each rail-level crossing is the character and extent of the danger. There should be a reasonable minimum of protection against the danger, whatever it may be, at every such crossing, regardless of the amount of traffic; and the crossings which have the first claim for protection are those which are the most dangerous, whether the traffic over them happens to be light or heavy.

If the crossing is on comparatively level ground and persons approaching it on both sides of the track have, at points, say, 100 feet distant from the crossing, a clear and unobstructed view along the railway for about half a mile in each direction, they cannot, I think, reasonably maintain that the crossing is a specially dangerous one, whatever the traffic over it may be. If, however, the crossing is on an elevation, or in a cut, or if there is anything which obstructs the view in either direction, the crossing is dangerous, or possibly very dangerous, and has a first claim for protection, whether the vehicular traffic over it is light or heavy.

Ottawa, June 2nd, 1910.



APPENDIX "D."

OTTAWA, March 31st, 1911.

Sir,—I have the honour to submit, for the Sixth Report of the Board, a Memorandum of the Freight, Passenger, Express, Telephone, Telegraph, and Sleeping and Parlor Car Schedules filed with the Board from Nov. 1, 1904, when, by Order of the Board, under the authority of Section 311 of the Railway Act, 1903, the railway companies commenced filing their tariffs, to March 31, 1910; and from April 1, 1910, to March 31, 1911, inclusive; also, of the more important Orders relating to traffic issued by the Board to March 31, 1911:—

*Schedules Received from November 1, 1904, to and including March 31, 1910.*

*Freight—*

Local tariffs....	3,820	
Supplements....	7,848	11,668
Joint tariffs..	7,067	
Supplements..	20,994	28,061
International tariffs..	26,234	
Supplements....	78,081	104,315
		144,044

*Passenger—*

Local tariffs..	3,259	
Supplements....	2,490	5,749
Joint tariffs..	1,447	
Supplements..	2,022	3,469
International tariffs..	6,399	
Supplements..	5,895	12,294
		21,512

*Express—*

Local tariffs..	2,293	
Supplements....	14,191	16,484
Joint tariffs..	1,220	
Supplements..	7,068	8,288
International tariffs..	1,597	
Supplements..	724	2,321
		27,093

*Telephone—*

Local tariffs..	702	
Supplements..	519	1,221
Joint tariffs..	1,159	
Supplements..	495	1,654
International tariffs..	376	
Supplements..	2,161	2,537
		5,412



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*Sleeping and Parlor Car—*

Local tariffs .. .. .	17		
Supplements.. .. .	16	33	
Joint tariffs .. .. .	2		
Supplements.. .. .	8	10	
International tariffs.. .. .	16		
Supplements.. .. .	10	26	
			69

*Telegraph—*

Tariffs.. .. .	42		
Supplements.. .. .	15	57	57

Combined totals, all schedules.. .. . 198,187

*Schedules received from April 1st, 1910, to and including March 31, 1911.*

*Freight—*

Local tariffs .. .. .	886		
Supplements.. .. .	2,510	3,396	
Joint tariffs .. .. .	1,393		
Supplements.. .. .	6,115	7,508	
International tariffs.. .. .	4,865		
Supplements.. .. .	30,350	35,215	
			46,119

*Passenger—*

Local tariffs .. .. .	771		
Supplements.. .. .	756	1,527	
Joint tariffs .. .. .	367		
Supplements.. .. .	704	1,071	
International tariffs.. .. .	1,119		
Supplements.. .. .	1,740	2,859	
			5,457

*Express—*

Local tariffs.. .. .	230		
Supplements.. .. .	5,600	5,830	
Joint tariffs.. .. .	296		
Supplements.. .. .	885	1,181	
International tariffs.. .. .	42		
Supplements.. .. .	88	130	
			7,141

*Telephone—*

Local tariffs .. .. .	55		
Supplements.. .. .	75	130	
Joint tariffs .. .. .	12		
Supplements.. .. .	114	126	
International tariffs.. .. .	43		
Supplements.. .. .	597	640	
			896



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<i>Sleeping and Parlor Car—</i>			
Local tariffs .. .. .	29		
Supplements.. .. .	6	35	
Joint tariffs .. .. .	17		
Supplements.. .. .	4	21	
International tariffs.. .. .	8		
Supplements.. .. .	7	15	
			71
<i>Telegraph—</i>			
Tariffs.. .. .	21		
Supplements.. .. .	32	53	
			53
Combined totals, all schedules.. .. .			59,737
Grand total.. .. .			257,924

SUMMARY OF TRAFFIC ORDERS OF GENERAL INTEREST.

- March 9, 1904. Order permitting railway companies to continue their reduced fares to clergymen; also to students of universities, colleges and schools, to and from their homes.
- June 28, 1904—Reduction ordered in the rates on oiled clothing, in carloads, from Toronto to Halifax, Winnipeg and Calgary.
- July 16, 1904—Canadian Freight Classification No. 12, with Supplement No. 1, and Ruling Circular No. 1, approved.
- July 30, 1904—Order reducing rates on cooperage stock in carloads.
- July 30, 1904—Railway companies ordered to cease charging prohibitive rates on cedar lumber, ties, &c., and to substitute tolls which shall not discriminate between cedar and other woods ; also to amend the Canadian Freight Classification by including rails, fence posts, telegraph poles, and ties with other forest products, instead of carrying these commodities as formerly by ‘special contract’ only.
- July 30, 1904—Railway companies directed to reduce their rates on glass bottles, in carloads, from Wallaceburg, Ont., to Toronto, Hamilton, Berlin, London and Montreal.
- October 3, 1904—Order regarding special rates on material and machinery for new industries. Companies directed to report applications to the Board, which will deal with each on its merits.
- October 3, 1904—Application of Grand Trunk Railway Co. for permission to charge a less rate on coal to Cobourg, Ont., for manufacturing purposes than charged to ordinary consumers and dealers, declined.
- October, 1904—Reduction ordered in the rates on coal from Niagara and Detroit frontiers to Almonte, Ont.
- October 10, 1904—Order revising and reducing the classification of fruit, and prescribing a maximum charge for icing fruit cars in transit.
- October 10, 1904—Order reducing rate on split peas, for export, to the same basis as flour, for export.
- October 31, 1904. Railway companies directed to desist from charging higher rates on cedar lumber from the mills in British Columbia than charged on pine, fir, and spruce.



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December 31, 1904—Disallowance of certain advanced freight tariffs on grain products from Ontario to the Maritime Provinces, which had been issued without legal notice. Companies directed to make restitution to shippers.

February 9, 1905—Conditions prescribed under which railway companies may make and report to the Board special rates in certain cases, under section 275 of the Railway Act, 1903.

February 9, 1905—Order prescribing circumstances under which the Board will receive telegraphic notices of immediate and limited changes in freight rates under emergency conditions.

February 9, 1905—Canadian Northern Railway Co. authorized to carry material and machinery for new industrial works at Fort Frances, Ont., at reduced rates.

March 6, 1905—Lower rates ordered on cattle from Ontario points to Montreal, St. John, West St. John and Portland, for export, so as to bring them into harmony with those paid by United States shippers.

April 15, 1905—Railway companies ordered to discontinue charging higher rates on grain between local points in Ontario and Quebec than charged on flour and other grain products between the same points.

June 2, 1905—Preferential coal rates from Port Stanley and Rondeau, Ont. ordered discontinued.

July 5, 1905—Restoration ordered of commodity rates formerly charged on carload shipments of metallic shingles.

July 13, 1905—Cartage and other allowances by railway companies to shippers to offset disadvantages of location ordered discontinued, unless published in the companies' tariffs.

July 25, 1905—Grand Trunk Railway Co., ordered to provide reasonable and proper facilities for the interchange of traffic at London, Ont., and its tolls prescribed for switching traffic to and from the Canadian Pacific Railway.

July 25, 1905.—Reduction ordered in rates from Ontario on all freight traffic to Montreal, Quebec, and the Atlantic seaboard, for export.

September 5, 1905—Railway companies required to place their rates on coal from frontier ports of entry, and lake ports, to interior points in Ontario, on an equal mileage basis.

.....1905—Equalization of freight rates ordered to points between North Bay and Sault Ste. Marie, Ont., as between Toronto and Collingwood shippers.

September 19, 1905—Order reducing rate charged at New Westminster, B.C., for switching grain to the distillery at Sapperton, and prescribing switching tolls within the New Westminster terminals.

October 14, 1905—Reduced rates prescribed on stone from Manitoba quarries to Winnipeg.

October 17, 1905—Canadian Pacific and Canadian Northern Railway Companies ordered to interchange carload freight without transshipment at Winnipeg and St. Bonifacio, Man., for shipment from, or delivery at, those points.

October 31, 1905—Reduced rates ordered on beans, in carloads, from shipping points in Ontario.

November 15, 1905—Provision made for fair distribution of empty cars at Lake Huron and Georgian Bay ports for the movement of Northwest grain during car shortage.

November 28, 1905—Interchange facilities at Lindsay, Ont., between the Grand Trunk and Canadian Pacific Railways, and tolls prescribed for switching local traffic.

December 14, 1905—Reduced rates prescribed on extra compressed hay and fodder, in carloads, from Grand Trunk and Canadian Pacific Railway stations in Quebec to Atlantic ports north of and including Boston, for export.

December 14, 1905—Ordered that rates on grain and grain products, in carloads, from points west of Montreal to and including Cornwall and Finch, Ont., and south



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of the St. Lawrence in the counties of St. John's, Laprairie and Napierville, Chateauguay and Huntingdon, to points east of Levis, Que., do not exceed the rates from Montreal to the same points by more than 2 cents per 100 pounds, nor by more than the differences existing at date of order.

January 6, 1906—New car service or 'demurrage' rules, more favourable to the public than the old, promulgated by the Board for use on all railways subject to its jurisdiction.

February 14, 1906—Order reducing the rate charged by the Red Mountain Railway Company for switching ore at Rossland, B.C., for the Trail smelter.

(Amended by order, November 16, 1906).

February 14, 1906—Reduction ordered in the rate on grain, in carloads, from the Canadian Pacific elevator at Owen Sound to unloading sidings within the company's terminals at the same place.

March 24, 1906—Reduced minimum carload weights prescribed for freight loaded in box cars longer than the standard inside length of 36 feet 6 inches.

March 24, 1906—Additions ordered to the articles which may be snipped in mixed carloads at carload rates.

March 24, 1906—Reductions in minimum chargeable weight for light and bulky articles requiring open cars for carriage.

June 6, 1906.—The minimum carload weight of charcoal, authorized by the Canadian Freight Classification, not to be exceeded in commodity tariffs on same. Revision of commodity rates from Sault Ste. Marie ordered accordingly.

June 29, 1906—Reduced rates ordered on packing house products, in carloads, from packing points in Ontario to Montreal, for export.

July 18, 1906—Tolls prescribed to be charged by the Canadian Pacific Railway Company for switching traffic interchanged with the Grand Trunk Railway for loading or unloading at London, Ont.

July 19, 1906.—Authority granted the Dominion Atlantic Railway to charge the express rate on fresh fish on special freight trains making express time, Halifax to Yarmouth, N.S., for export to Boston, when so consigned, and in quantities beyond the handling capacity of the express company.

July 31, 1906—Renewal of the Montreal to Toronto westbound rate ordered on wall paper from Toronto to Montreal and Ottawa, and as the maximum to intermediate points, with corresponding reductions to points east of Montreal.

August 1, 1906—Order, supplementing order of July 30, 1904, requiring the carriage of railway ties to Canadian points at rates not exceeding the non-competitive special tariff rates on common lumber, also to United States joint rate points. Order of July 30, 1904, against the Kingston & Pembroke Railway Co. made applicable to all railway companies.

August 11, 1906—Railway companies required to abolish the additional arbitrary rate of 5 cents per 100 lbs. hitherto charged to British Columbia coast point on transcontinental traffic from Eastern Canada; also to substitute the minimum carload weights of the Canadian Freight Classification for the higher minima previously charged on the said traffic when loaded in cars longer than the standard car of 36 feet 6 inches; also to conform the weight allowance on lumber used for bracing, or otherwise safe-guarding, carload shipments of the said transcontinental traffic requiring such protection, to the basis allowed elsewhere in Canada.

October 13, 1906—Supplement No. 7 to Canadian Freight Classification No. 12 approved.

October 13, 1906—Nelson and Fort Sheppard and Canadian Pacific Railway Companies ordered to furnish adequate and suitable accommodation and facilities for the carriage and interchange of lumber, shingles, &c., from Salmo and Ymir, B.C., to eastern Canadian points.

November 9, 1906—Rates prescribed on freight traffic to rail points and lake ports of call in the districts of Kootenay and Yale, B.C.



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November 12, 1906—Supplement No. 8 to Canadian Freight Classification No. 12 approved.

November 19, 1906—Promulgation of regulations relating to the publication and filing of express tariffs.

November 19, 1906—Grand Trunk and Canadian Pacific Railway Companies authorized, under certain conditions, to refund to exporters of cheese the tolls collected for cartage to the Montreal wharfs during the season of navigation, 1905, on joint application of the said railway companies and exporters.

December 6, 1906—Promulgation of regulations relating to the publication and filing of tariffs of telephone tolls.

February 15, 1907—Grand Trunk and Canadian Pacific Railway Companies authorised, under certain conditions, to refund to exporters of cheese the tolls collected for cartage to the Montreal wharfs during the season of navigation, 1906, on joint application of the said railway companies and exporters.

March 13, 1907—Reduced rate prescribed on logs, in carloads, from Brulè Lake, Ont., to Renfrew, Ont.

March 18, 1907—Canadian Pacific and Grand Trunk Railway Companies ordered to reduce their passenger rates on all their lines in Canada east of the Rocky Mountains to a maximum of 3 cents per mile.

April 11, 1907—Approval of Supplement No. 8 to Canadian Freight Classification No. 12.

April 12, 1907—Telephone companies directed to file particulars of any free service or tolls granted by them lower than the published tariff tolls; also particulars of cases in which the service of the companies is given wholly or partly for considerations other than monetary payments.

May 22, 1907—Granting leave to the St. John Ice Company to institute legal proceedings against the New Brunswick Southern Railway Company, for transporting ice for other parties at less than the published tolls.

June 25, 1907—Directing the Grand Trunk Railway Company to furnish cars and all proper facilities for receiving, loading and transporting import traffic received over the wharfs at Montreal, irrespective of cartage companies through whom the traffic is offered.

June 29, 1907—Approving Canadian Freight Classification No. 13.

July 2, 1907—Ordering that the rate on imported iron and steel in carloads, from Montreal Harbour to Simplex Railway Appliance Company, at Bluebonnets, be 2½ per 100 lbs., including the service of checking the goods from the dray to the car.

July 3, 1907—Approving Supplement No. 9 to Canadian Freight Classification No. 12.

July 5, 1907—Grand Trunk Railway Company ordered to issue third-class tickets at 2 cents per mile, and to run third-class carriages daily, between Toronto and Montreal.

July 6, September 23, November 13, 1907—International and Toronto Board of Trade Rate Cases. Grand Trunk, Canadian Pacific, Michigan Central, Péré Marquette, Wabash, Toronto, Hamilton and Buffalo, and Canadian Northern Ontario Railway Companies ordered to revise and republish their special local class freight tariffs (known as 'town tariffs'), in the territory east of and including North Bay, and east of the Georgian Bay, Lake Huron, and the St. Clair and Detroit Rivers, and south of the Ottawa River, on a uniform and modified mileage scale prescribed by the Board; also to revise and republish their through freight rates from central and western Ontario to eastern Canadian points, the maximum rates from Canadian points on the Detroit and St. Clair River frontier to all points east of the Atlantic and north of the Ottawa River to be scaled on the first class rates from Detroit and Port Huron to the same points.



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July 6, 1907—Requiring the railway companies to furnish to the Board various particulars relating to their traffic operations, not covered by Sec. 375 of the Railway Act.

July 17, 1907—Authorizing the Canadian Pacific Railway Company to provide rates to British Columbia coast terminals on grain and mill stuffs, for export to Asia, by the issue and filing of special rate notices.

July 26, 1907—Standard passenger rate of Alberta Railway and Irrigation Company reduced to 4 cents per mile, and company required to furnish return tickets at one and two-third times single fare. (*See Order No. 7585.*)

August 6, 1907—Vancouver, Westminster and Yukon Railway Company and the Canadian Pacific Railway Company ordered to furnish adequate and suitable accommodation and facilities for the carriage of traffic from points on the Vancouver, Westminster and Yukon Railway to points on the Canadian Pacific Railway.

August 6, 1907—Crow's Nest Southern Railway Company and the Canadian Pacific Railway Company ordered to furnish adequate and suitable accommodation and facilities for the carriage of traffic from points on the Crow's Nest Southern to points on the Canadian Pacific Railway.

November 4, 1907—The Grand Trunk Railway Company ordered to reduce its rates from Rouse's Point, N.Y., to Coteau Junction and St. Polycarpe, P.Q., to 80 cents per gross ton on anthracite and 70 cents on bituminous coal.

November 21, 1907—Requiring the Grand Trunk Railway Company to reduce certain rates on paper from the Merriton, St. Catharines and Thorold mills to Montreal so as not to be greater than those charged from Brantford to Montreal.

December 10, December 23rd, 1907, January 15, January 30, 1908—Orders relating to arrangements for proper connections for passenger and mail traffic at Brockville, to be furnished by the Grand Trunk and Canadian Pacific Companies.

January 30, 1908—Authorizing the chairmen of the Official, Western and Southern Classification Committees to file with the Board copies of their freight classifications and supplements on behalf of United States railway companies which file international freight tariffs governed by these classifications.

Order No. 4533, March 25, 1908—Railway companies authorized to issue to secretaries of railroad Y.M.C.A.'s located on their lines, of which their employees are members, and for their household effects, free or reduced transportation when travelling on secretarial duties or being transferred.

Order No. 4680, May 7, 1908—Carload rating of 3rd class prescribed for books in cases.

Order No. 4682, May 5, 1908—Intercolonial and Grand Trunk Railway Company absolved from agreement with Canadian Pacific Railway re freight rates to Fredericton, N.B., on traffic from points west of Montreal. St. John, N.B., basis of rates restored to Fredericton.

Order No. 4781, May 27, 1908—Grand Trunk Railway and Wabash Railroad Companies to provide for interchangeability of passenger tickets between all stations in Ontario through which both companies run passenger trains.

Order No. 4784, April 23, 1908—Grand Trunk and Canadian Pacific Railway Companies required to arrange with Canadian Northern Ontario Railway Company for joint tariff of tolls, and facilities for passengers, to and from non-competitive points on the Canadian Northern Ontario Railway.

Order No. 4796, May 29, 1908—Fixing the toll to be paid the Michigan Central Railroad Company by the John Campbell Milling Company at St. Thomas for switching their traffic received from and destined to points on or via Grand Trunk Railway, and directing the Michigan Central Railroad Company to refund overcharges with interest.

Order No. 4884, June 17, 1908—Approval of revised classification of military stores and ordnance.

Order No. 4886, June 18, 1908—Reduction and realignment of rates on sugar from Vancouver to points in Alberta, Saskatchewan and Manitoba.



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Order No. 4988, July 8, 1908—Prescribing uniform tolls for terminal inter-switching services by all companies subject to the Railway Act.

Order No. 5117, July 30, 1908—Permitting railway companies to file tariffs of tolls through outside agents, under powers of attorney filed with the Board.

Order No. 5774, December 3, 1908—Authorizing Vancouver, Victoria & Eastern Railway and Navigation Company to meet on the Pacific coast, by special competitive tariffs, the competition of independent water carriers not subject to the Railway Act.

Order No. 5954, December 21, 1908—Railway companies to publish and file complete tables of distances between all their stations in Canada.

Order No. 5955, December 15, 1908—Canadian Pacific and Canadian Northern Railway Companies to publish and file joint tariff on grain and grain products from points on the line of the Qu'Appelle, Long Lake & Saskatchewan Railway and Steamboat Company to points in British Columbia.

Order No. 6147, January 21, 1909—Limiting the stopover toll that the Canadian Pacific Railway may charge on western grain and grain products held for orders at Cartier, Ont.

Order No. 6148, January 21, 1909—Limiting the stopover toll that the Grand Trunk Railway Company may charge on lumber and forest products held at Sarnia Tunnel for orders.

Order No. 6166, January 13, 1909—Reducing the rates on western grain, ex vessel, from Kingston to points in Quebec and the Maritime Provinces.

Order No. 6167, February 4, 1909—Prescribing conditions for the carriage of acetylene gas by express.

Order No. 6168, February 3, 1909—Reducing the rate on coal from the Niagara frontier to Lindsay, Ont.

Order No. 6186, February 1, 1909—Prescribing allowance to be made by railway companies to shippers who have to supply temporary inside doors to cars in which to ship grain. (See order 8860.)

Order No. 6242, February 8, 1909—Prescribing form of release of responsibility for freight shipped to flag stations.

Order No. 6701, February 19, 1909—Prescribing allowance to be made by railway companies to shippers who have to furnish temporary protective doors to enable cars to be used for shipments of coal.

Order No. 6702, March 25, 1909—Establishing the non-competitive lumber rates as the maxima to be charged on wooden telegraph, telephone, and trolley poles, between points east of Port Arthur, when loaded on single cars; and prescribing bases of charges for such poles requiring more than one car for carriage.

Order No. 6749, February 11, 1909—Reducing rates on coal from Bienfait, Sask., to certain points in Manitoba and Saskatchewan.

Order No. 6763, February 19, 1909—Prescribing allowance to be made by railway companies to shippers who, not being supplied with stock cars for live stock shipments, have to furnish lumber for suitable doors to box cars. (See order No. 8860.)

Order No. 6859, February 6, 1909—Prescribing tolls to be charged by the Canadian Pacific and Canadian Northern Railway Companies for interswitching grain held in transit at Winnipeg for milling, treatment, or storage, and re-shipment.

Order No. 6689, March 29, 1909—Directing all railway companies, subject to the Railway Act to file standard tariffs of maximum sleeping and parlour car tolls.

Order No. 6901, April 16, 1909—Toll of not over \$3 per car approved for changing the destination of carload traffic while in transit.

Order No. 6947, April 26, 1909—Canadian Pacific Railway Company to arrange with its connections for publication of revised tariffs on the basis of \$1.60 per 100 lbs. on oranges in straight carloads, or on mixed carloads of oranges



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and lemons, and \$1.45 on lemons in straight carloads, from California points to Regina, via Kingsgate, B.C., or Emerson, Man.

Order No. 6955, May 6, 1909—Dismissal, on grounds of non-jurisdiction, of application in re railway ties from Rivière du Loup to Bennington, Vt., for order directing the Intercolonial Railway and its connections to comply with previous orders prescribing rate bases for carriage generally of railway ties.

Order No. 6969, May 6, 1909—Grand Trunk and Canadian Pacific Railway Companies directed to honour from the international boundary, and in respect of their lines in Canada, through tickets and through baggage checking arrangements issued and provided by initial United States railway companies from points in the United States to non-competitive points on the Canadian Northern Ontario Railway.

Order No. 6996, April 29, 1909—Basis of rates prescribed from Montreal on western lake-borne grain and grain products to Canadian Pacific Railway points in New Brunswick.

Order No. 7023, May 10, 1909—Supplement No. 1 to Canadian Classification No. 14 approved.

Order No. 7045, May 4, 1909—Montreal Park and Island Railway Company to extend to Mount Royal ward (Cote des Neiges) as favourable treatment as afforded to residents in Notre Dame de Grace. (See orders 7975 and 7976).

Order No. 7055, May 20, 1909—Restraining the Elgin and Havelock Railway Company from collecting tolls until by-law authorizing the preparation and issue of tariffs had been submitted to and approved by the Board.

Order No. 7056, May 20, 1909—Restraining the Salisbury and Harvey Railway Company from collecting tolls until by-law authorizing the preparation and issue of tariffs had been submitted to and approved by the Board.

Order No. 7085, May 25, 1909—Application of Times Publishing Company, of London, for an order directing the Canadian Pacific Railway, the Great North-western, and the Western Union Telegraph Companies to transmit its messages to the Marconi Wireless Telegraph Station, Glace Bay, N.S., at the rate charged to other points along the Atlantic coast of Canada, dismissed pending inquiry into telegraph tolls generally.

Order No. 7093, May 31, 1909—On complaint of the British American Oil Company, of Toronto, that the Grand Trunk Railway Company unjustly discriminated against crude oil shipments from Stoy, Ill., to Toronto, by refusing to apply the published and filed joint tariff 5th class rates under the Classification—declared that the legal rate was the said 5th class joint through rate; and authorized the Grand Trunk Railway Company to refund the difference between the said rate of 20 cents per 100 lbs. and the rate of 32½ cents charged and collected. (By order No. 7479, July 6, 1909, leave given Grand Trunk Railway to appeal to Supreme Court upon question of law involved).

Order No. 7164, June 3, 1909—Approving form of release, or special contract, for the shipment of silver and other valuable ores.

Order No. 7246, June 16, 1909—Requiring the companies forming the White Pass and Yukon Route to file within thirty days tariffs of tolls covering all through freight traffic received from vessels at Skagway, Alaska, and destined to White Horse, Y.T., or to intermediate points between the international boundary and White Horse; also freight traffic from White Horse and the said intermediate points destined to Skagway; also to file the basis of allotment of the said tolls between the said companies.

Order No. 7277, June 16, 1909—Joint through rates prescribed on lumber, shingles, and other forest products from points on the Vancouver, Westminster and Yukon Railway between New Westminster and Vancouver, via New Westminster or Vancouver, to points on the Canadian Pacific Railway other than those reached directly



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by the Great Northern or its connections, on the basis of 1 cent per 100 lbs. over the rates of the Canadian Pacific Railway from Vancouver to the same points. (See order 9187.)

Order No. 7325, June 22, 1909—Rescinding clause 'h' of Order No. 3258 of July 6, 1907 (Toronto Board of Trade Rate Case), prohibiting advances in certain special commodity rates then existing without the sanction of the Board, the said clause having served its intended purpose.

Order Nos. 7343, June 23, and 8337, October 8, 1909—Requiring the absorption by the railway companies of the Montreal wharfage and port warden's charges on cheese shipped from points west of Montreal, on local bills of lading, for subsequent exportation from the port of Montreal, provided exported not later than May 31 of the following St. Lawrence navigation season.

Order No. 7494, July 7, 1909—Canadian Express Company's cancellation of rate on fruit shipments from Queenston, Ont., to Toronto, disallowed.

Order No. 7495, June 25, 1909—Reducing the joint rate on bituminous coal from Black Rock, N.Y., and Suspension Bridge, N.Y., to Marlbank, Ont.

Order No. 7562, July 15, 1909—Approval of two forms of uniform bills of lading, one for 'order' shipments, the other for 'straight' shipments, for use by all railway companies subject to the Railway Act.

Order No. 7585, July 23, 1909—Alberta Railway and Irrigation Company, required to reduce its passenger toll to 3 cents per mile, with one-sixth off for round-trip tickets, and to revise its special freight tariffs on the basis of the Canadian Pacific Railway in the same territory.

Order No. 7599, July 24, 1909—All railway companies subject to the Board's jurisdiction ordered to conform to the rules and regulations from time to time approved by the Master Car Builder's Association governing the loading of lumber, logs and stone on open cars.

Order No. 7602, July 23, 1909—Canadian Pacific and Canadian Northern Railway Companies, to publish and file joint tariffs of through rates on carload traffic included in classes 6 to 10 of the Canadian Classification, between Edmonton and North Edmonton and all points on Canadian Pacific Railway south of and including Red Deer, east of and including Daysland and Tees, and east and west of Calgary and Macleod, via Strathcona Junction, on the basis of 1 cent per 100 lbs. higher than the Canadian Pacific Railway rates to or from Strathcona.

Order No. 7881, August 27, 1909—Regulations prescribed for the receiving, forwarding, and delivering of explosives by every railway company within the legislative authority of parliament which accepts explosives for carriage.

Order No. 7975, June 1, 1909—Montreal, Park and Island Railway Company granted leave to appeal to Supreme Court as to 'Whether it is right or proper for the Board, in making Order No. 7045, May 4, 1909, to overlook contract dated November 7, 1907, between the Montreal, Park and Island Railway Company and Notre Dame de Grace Municipality.

Order No. 7976, June 1909—Montreal Street Railway Company given leave to appeal to the Supreme Court upon the following question, viz.: 'Whether upon a true construction of sections 91 and 92 of the British North America Act, and of Sec. 8 of the Railway Act, the Montreal Street Railway Company is subject, in respect of its through traffic with the Montreal, Park and Island Railway Company, to the jurisdiction of the Board of Railway Commissioners for Canada.

Order No. 8184, September 25, 1909—Supplement No. 2 to Canadian Classification No. 14 approved.

Order No. 8513, October 16, 1909—Grand Trunk Railway Company to reduce its rate for moving grain from its Point Edward elevator to King Milling Company's mill at Sarnia to 1½ cents per 100 pounds.



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Order No. 8860, December 10, 1909—Prescribing allowances to be made by railway companies to shippers who are compelled to furnish temporary inside car doors to enable cars to be used for certain traffic. (Rescinds orders 6186 and 6763.)

Order No. 8992, November 22, 1909—Prescribes regulations for the free weighing of cars containing bituminous coal at ports of entry in Ontario; also for reweighing on destination or intermediate track scales at consignee's request on payment of extra prescribed toll.

Order No. 9031, December 2, 1909—Niagara, St. Catharines & Toronto Railway Company to restore the joint rate of two cents per 100 pounds formerly charged on wood pulp, in carloads, from Thorold, Ont., to Suspension Bridge, N.Y.

Order No. 9099, December 23, 1909—On complaint of certain firms in St. John, N.B., against an increase in rates on shipments of iron and steel from St. John to Quebec Central Railway points, the Canadian Pacific Railway Company ordered to restore the former rates.

Order No. 9128, December 21, 1909—On application of Winnipeg manufacturers for an order directing the railway companies to equalize their rates on metallic shingles and siding from eastern points to Manitoba, Saskatchewan and Alberta, with their rates on the unmanufactured material, order dated July 5, 1905, directing the restoration of commodity rates formerly charged on metallic shingles and siding, rescinded, insofar as it related to shipments to points west of and including Port Arthur.

Orders Nos. 9156, January 3, and 9013, March 9, 1910—Rates to be charged by the express companies for the carriage of daily newspapers from Winnipeg to be the same as charged by the Dominion Express Company in eastern Canada.

Order No. 9164, December 22, 1909—Canadian Pacific Railway, Great North Western and Western Union Telegraph Companies ordered to postpone their revised code message regulations between points in Canada until July 1, 1910.

Order No. 9187, January 7, 1910 (Supplementary to order 7277)—Prescribes joint through rates on lumber, shingles, and other forest products from points on the Vancouver, Westminster & Yukon Railway, between New Westminster and Vancouver, via New Westminster or Vancouver and the Canadian Pacific Railway, to points on the Canadian Northern Railway, on the basis of one cent per 100 pounds over the rates of the Canadian Pacific Railway from Vancouver to the same points.

Order No. 9271, January 12, 1910—Michigan Central, Canadian Pacific and Toronto, Hamilton & Buffalo Railway Companies to publish and file a joint rate on coal not exceeding \$2.60 per ton from Black Rock and Suspension Bridge, N.Y., to Sudbury, Ont.

Order No. 9362, January 24, 1910—Reducing the classification of certain manufactured articles of asbestos.

Order No. 9444, February 4, 1910—Application of the railway companies for variation in the Canadian Classification rating of automobiles, set up, dismissed; and rating of automobiles, taken apart, in box cars, reduced to double first-class.

Order No. 10005, March 22, 1910—Request of Elder, Dempster & Co. for the application by the railway companies of the export tariff to Montreal, Quebec, St. John, and Halifax, on traffic carried by the applicants' steamships, the Tehuantepec National Railway, and the Canada-Mexican S.S. Line to Vancouver, dismissed, without prejudice to the rights of any persons interested to any relief the Board may deem proper upon a different set of facts being presented.

Order No. 10356, April 25, 1910—British American Oil Co. of Toronto vs Grand Trunk and Can. Pac. Ry. Cos. Railway Companies directed to provide special commodity rates on petroleum and its products, in carloads, from Toronto; and to revise their commodity tariffs from Petrolia, Sarnia, and Wallaceburg so as to maintain equitable rates from the different shipping points.

Order No. 10528, April 19, 1910—Canadian Lumbermen's Association vs Grand



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Trunk, Can. Pac., and Can. Northern Quebec Ry. Companies. Revision ordered of new tariffs on lumber, so as to preserve the same differences between the local and export rates to Montreal as existed in the previous tariffs. Application for disallowance of the revised tariff of local rates on lumber between points in eastern Canada refused.

Order No. 10649, May 17, 1910—Rate on livestock, in carloads, from Toronto to Smiths Falls, Ont., reduced to 14 cts. per 100 lbs.

Order No. 10653, May 19, 1910—The rates of the Grand Trunk and Can. Pac. Ry. Companies, on ex-lake western grain, to points in the Provinces of Ontario and Quebec, to be the same for equivalent distances from all lake and river ports at which facilities exist for the trans-shipment of the said grain from vessels to cars between Depot Harbour and Montreal, inclusive; and to include the cost of like services at all such ports of trans-shipment and at all points of destination, whenever the said cost is included in the rates at any port or ports of trans-shipment, or at any destination.

Order No. 10761, May 17, 1910—The uniform bill of lading used in the United States, and approved by the Interstate Commerce Commission, for traffic carried from the United States into Canada, or from the United States through Canada to the United States, approved by the Dominion Board for the said traffic.

Order No. 10960, June 6, 1910—Can. Pac. Ry. Co. to revise its rates on coal and coke from points on its Lethbridge, Crows Nest and Cranbrook sections, to points west thereof, so as to place them on a reasonable basis relatively to its rates from the mines at Lethbridge, Alta.

Order No. 11316, July 28, 1910—Increased rate on grain and grain products, in carloads, from Birtle, Foxwarren, Binscarth, Millwood and Harrowby, Man., to Fort William and Port Arthur disallowed.

Order No. 11819, Sept. 7, 1910—White Pass & Yukon Route directed to cease from discriminating on shipments of ores and concentrates to Skaguay, Alaska, in favour of the Atlas Mining Co., operating in the vicinity of White Horse, Y.T., and to establish as favourable rates, proportionally, from Caribou Crossing to Skaguay; also to accord equal treatment to all shippers thereof with respect to wharfage and handling at Skaguay.

Order No. 11866, October 4, 1910—Provision of tolls and minimum weights for the carriage of articles too long or too bulky to be loaded through the side doors of box cars.

Order No. 11899, October 7, 1910—Provision in the Canadian Freight Classification of a special trade list of commodities designated as "building material."

Order No. 12107, September 22, 1910—Rat Portage Lumber Company vs. Canadian Northern Ry. Co. The Canadian Northern Ry. Co., as successor of the Manitoba & South Eastern Ry. Co., ordered to haul pine and spruce logs from the Rainy River district to St. Boniface and Winnipeg, in accordance with the provisions of 61 Victoria, chap. 43, Manitoba; and to abolish the additional toll charged for switching to the applicants' mill at St. Boniface.

Order No. 12275, April 25, 1910—On complaint of the Mount Royal Milling & Manufacturing Co. of Montreal that, as importers of uncleaned rice and shippers of cleaned rice to the interior, they were prejudiced by the lower railway rates from Montreal on rice cleaned in Great Britain, the rates on cleaned rice reduced from 3rd to 4th class between points in Eastern Canada.

Order No. 12290, September 8, 1910—Great Northern Ry. Co., directed to establish special milages rates on lumber and other forest products between points on its lines in British Columbia, similar to those charged by the Can. Pac. Ry. Co. within the same territory.

Order No. 12301 September 20, 1910—Discriminations in the passenger fares of the Windsor, Essex & Lake Shore Rapid Ry. Co. ordered removed.



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Order No. 12520, December 12, 1910—On complaint of the City of Regina, the Can. Pac. and Canadian Northern Ry. Companies directed, by reducing their freight rates from Port Arthur and Fort William, to remove discrimination in favour of Winnipeg and other points in the Province of Manitoba, and against Saskatchewan and Alberta.

Order No. 12625, Dec. 14, '10.—The Bell Telephone Co. of Canada to charge the same tolls within the corporate limits of the City of Toronto, as of date of order, as were charged within the restricted limits of its Toronto exchanges, without prejudice to the Company continuing the pre-existing tolls for the local or limited service to such subscribers within the section formerly known as West Toronto as may not desire the services of the whole of the Toronto exchanges.

Order No. 12674, Dec. 20, '10.—Dominion Atlantic Ry. Co. ordered to desist from charging higher freight rates on finnan haddie than those permitted by the Canadian Freight Classification.

Order No. 12685, Sept. 23, '10.—On complaint of the Board of Trade of Kenora, the Can. Pac. Ry. Co. directed to place its freight rates from Port Arthur and Fort William to all stations intermediate to Winnipeg upon the same relative scale, with due regard to milegae, as the rates to Winnipeg; and to publish "distributing" tariffs on general merchandise from Kenora and Keewatin.

Order No. 12579, Jan. 14, '11.—The Grand Trunk and Canadian Pacific Railway Companies directed to establish facilities at St. Marys, Ont., for the interchange of carload traffic in cars.

Order No. 12783, Jan. 18, '11.—On the application of the Board of Trade of Dawson, Y.T., the companies forming the White Pass & Yukon Route ordered to publish joint tariffs of freight and passenger tolls based upon a reduction of at least one-third in each case from the tolls shown in their pre-existing tariffs between Skagway and stations in Canada to and including White Horse, which were disallowed.

Orders Nos. 12852 and 12853, Jan. 25, '11.—Maximum passenger toll of 2½ cents per mile prescribed for the Montreal Park & Island and the Montreal Terminal Railway Companies.

January 23, '11.—Standard maximum sleeping and parlor car tolls prescribed on all railways subject to the jurisdiction of the Board on which sleeping and parlor car services are provided.

Order No. 12953, Feb. 10, '11.—Approving the Express Classification for Canada No. 2; also forms of merchandise and money receipts, and forms of limited liability with respect to live stock and the attendants therewith.

Order No. 13185, Feb. 27, '11.—Railway companies which provide freight cartage services to withdraw the embargo in their tariffs of cartage charges against iron safes of 1,000 pounds weight and upward; and the onus of handling the same into and from freight cars to be transferred from owner to carrier.

Order No. 13215, Feb. 27, '11.—Disallowance of the rates of the Grand Trunk Ry. Co. on coke, in carloads, from Buffalo, Black Rock, and Suspension Bridge, N.Y., to Ontario points, to which the rates had been advanced.

Order No. 13228, Jan. 17, '11, and 13317, Mar. 29, '11.—Minimum carload weight for flaked or toasted cereals reduced from 30,000 pounds to 24,000 pounds per car.

Order No. 13357, Mar. 30, '11.—Prescribes from June 1, '11, municipal boundaries as the cartage limits of the express companies at all points where waggon service is provided, leave being given the companies to apply for approval of special limits at points where the municipal boundaries may be deemed unreasonable for the purpose.

I have the honour to be, Sir,

Your obedient servant.

A. D. Cartwright, Esq.,  
Secretary.

J. HARDWELL,  
Chief Traffic Officer.



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## APPENDIX "E."

April 28th, 1911.

A. D. Cartwright, Esq.,  
Secretary, Board of Railway Commissioners,  
Ottawa, Ont.

SIR;—I beg to submit herewith a list of examinations and inspections made by the Engineering Department of the Board in the field covering the period from April 1st, 1910, to March 31st, 1911.

In addition 175 railway location plans, profiles and books of reference of railway locations have been compared and checked with route maps. Several hundred detail plans of bridges, subways, structures of all kinds, power wire crossings, pipe crossings and interlocking plans have been examined in the office during the same period, all of which have been submitted and approved by the Board.

I have the honour to be,

Sir,

Your obedient servant.

(Sgd.) GEO. A. MOUNTAIN,

Chief Engineer.

LIST OF INSPECTIONS MADE BY THE ENGINEERING DEPARTMENT  
OF THE BOARD OF RAILWAY COMMISSIONERS, APRIL 1st, 1910 TO  
MARCH 31st, 1911, INCLUSIVE.

- April 1. Inspection highway crossing between lots 28 and 29 Con. A. Tp. of Hamilton by the line of the Canadian Northern Ontario Ry.
- April 1. Inspection proposed crossing of the highway between Concession 1 and A, Twp. of Hamilton by the line of the Canadian Northern Ontario Ry.
- April 2. Inspection of the Nipissing Central Ry. from Cobalt to Haileybury for traffic.
- April 4. Inspection, File 6712, C.P.R. Bridge, mile 1:0 Nepinka Section.
- April 4. Inspection, File 5567, C.P.R. Bridge, mile 119:0 Estevan Section.
- April 4. Inspection, File 6712, C.P.R. Bridge over Badger Creek, Kepinka Section.
- April 5. Inspection, File 7696, C.P.R. Bridge at mile 147.5 Portal Section.
- April 5. Inspection of Smith Drain in connection with complaint of City of St. Thomas, Ont.
- April 5. Inspection of highway between Cons. 6 and 7, Twp. of Mornington crossed by the single track of the Canadian Pacific Ry. Mileage 46.13.
- April 5. Inspection of first highway crossing east of station at Streetsville Jct.
- April 5. Inspection of first crossing west of Appin Jct. (G.T.R. Crossing) on the line of the Michigan Central Ry.
- April 7. Inspection proposed crossing of Main Street in Village of Orono by the line of the Canadian Northern Ontario Ry.
- April 7. Inspection of proposed crossing of the highway between Lots 6 and 7 Con. 4, Twp. of Darlington, Ont.



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- April 7. Inspection of crossing through St. Polycarpe Yard of the Grand Trunk Railway.
- April 8. Inspection of Interlocking appliances where the Galt, Preston and Hespeler Ry. crosses the track of the Grand Trunk Ry. in the Town of Hespeler, Ont.
- April 12. Inspection of Royce Avenue crossing over the Canadian Pacific Ry. and the Grand Trunk Ry. in the City of Toronto, Ont.
- April 14. Inspection of highway crossing over the Canadian Pacific Ry. in the City of London, Ont.
- April 14. Inspection of location of Grand Trunk Ry. from Allandale to Vespra.
- April 24. Inspection of Laurentian Branch of the Canadian Pacific Ry. in connection with complaint as to condition of roadbed.
- April 28. Inspection of proposed line of the Grand Trunk Ry. between Lots 85 and 86, Twp. of Woolwich, Ont.
- April 28. Inspection of Percy's Highway Crossing  $3\frac{1}{2}$  miles west of Fergus, Ont. on the line of the Grand Trunk Ry.
- April 28. Inspection of crossings over the Quebec, Montreal & Southern Ry. in the Town of St. Lambert.
- April 29. Inspection of location of proposed subway at Josephine Street, Wingham, Ont. on the line of the Grand Trunk Ry.
- April 30. Inspection of the line of the Essex Terminal Ry. for opening for traffic from its connection with the Grand Trunk Ry. just east of Town of Walkerville to its connection with the Canadian Pacific Ry. just south of City of Windsor.
- May 6. Inspection of roadway on north side of team track of Canadian Pacific Ry. at Sand Point, Ont.
- May 10. Inspection of track of the Canadian Pacific Ry., Soo Branch.
- May 11. Inspection of crossing of Mill Street, Rockland, by single track of the Canadian Northern Ontario Ry.
- May 11. Inspection of crossing at Wellington Street, Sault Ste. Marie on the line of the Canadian Pacific Ry.
- May 11. Inspection of highway crossing over the line of the Canadian Pacific Ry. Soo Branch, at Lot 7, Con. 11, Twp. of Long, Ont. by the Sudbury to Sault Ste. Marie Trunk Wagon Road.
- May 11. Inspection of crossing over the line of the Canadian Pacific Ry. Soo Branch by the Sudbury to Sault Ste. Marie, at Lot 9, Con. 6, Twp. of Lorne, Ont.
- May 17. Inspection of the base line crossing just west of Whitby on the line of the Grand Trunk Ry.
- May 18. Inspection of crossing of highway by line of Canadian Northern Ontario Ry. between lots 2 and 3, Con. 1, Twp. of Brighton, Ont.
- May 18. Inspection of crossing of Division Street, Brighton, by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection crossing of Prince Edward Street, Town of Brighton by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection of crossing of Centre Street, Brighton, by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection of crossing of Napier St. Brighton, by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection of crossing of Railway Street in Town of Brighton by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection of the crossing of Mead Street in Town of Brighton, Ont. by the line of the Canadian Northern Ontario Ry.
- May 18. Inspection of the crossing of the highway between Lots 20 and 21, Con. 1, Twp. of Cramake, by the double track of the Grand Trunk Pacific Ry.
- May 18. Inspection of farm crossing of J. S. Scripture, Lot 30, Twp. of Cramahe, on the line of the Canadian Northern Ontario Ry.



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- May 19. Inspection of Concession Road "D" by double track of the G. T. Ry. a short distance west of Scarboro Jct.
- May 23. Inspection, Opening for traffic, C.N.R. line from Rosetown, mile 71.8 to Kindersley, mile 126.1, distance 54.3 miles.
- May 26. Inspection of the line of the Montreal and Southern Counties Ry. for opening for traffic from St. Lambert to Chambly Road in Town of Longueuil.
- May 27. Inspection of crossing of the Canadian Pacific Ry. in Township of Morington, Ont.
- May 27. Inspection of crossing of tracks of the Grand Trunk Ry. on Brock Ave Toronto.
- May 28. Inspection of Brock Street crossing, Toronto, with reference to grade question.
- May 30. Inspection of the interlocking appliances where the Canadian Northern Ontario Ry. crosses the Prescott Branch of the Canadian Pacific Ry.
- May 30. Inspection, Interlocking Plant on G.T.P. Plant, Swing Bridge over Kaministiquia River, Fort William, Ont.
- June 3. Inspection of crossing of Lachine, Jacques Cartier & Maisonneuve Railway over the tracks of the Canadian Pacific Ry. at Iberville Street, Montreal.
- June 3. Inspection of crossing of Canadian Pacific Ry. at Jacques Cartier Jct. by the Lachine, Jacques Cartier & Maisonneuve Ry.
- June 5. Inspection of proposed crossing of the Grand Trunk Ry. tracks immediately north of Severn Station, Ont.
- June 6. Inspection of the Interlocking appliances at the crossing of the Grand Trunk Ry., Whitby Branch, by the track of the Canadian Northern Ontario Ry. near Brooklin, Ont.
- June 7. Inspection of transfer track of the Grand Trunk Ry. connecting with those of the London Street Ry. just west of Wharncliffe Highway, City of London, Ont.
- June 7. Inspection of Canadian Pacific Ry. line through farm of Wm. Hutchins.
- June 10. Inspection, Opening for traffic, C.N.R. line from Russell, mile 104.3, to Calder, mile 145.3, distance, 41.0 miles.
- June 14. Inspection of highway crossings on the line of the Canadian Northern Quebec Ry. in the Municipalities of Little River, Limouloi and Ste. Foye, P.Q.
- June 15. Inspection of Canadian Northern Quebec Ry. *re* road diversion at Portneuf, P.Q.
- June 15. Inspection of grade crossings of the Canadian Pacific Ry. at Yonge Street and Avenue Road, Toronto, Ont.
- June 16. Inspection of highway crossing of the Canadian Pacific Ry. at Myrtle Station, Ont.
- June 16. Inspection of crossing of Grand Trunk Ry. at Woodbine Avenue, Toronto, Ont.
- June 16. Inspection, Opening for traffic, C.P.R. Bridges, Piers, and Abutments, Cranbrook Section, Western Division.
- June 17. Inspection, Opening for traffic, C.P.R. Bridge, Sirdar Section.
- June 18. Inspection, Opening for traffic, C.P.R. Bridge at mileage 41 A, Boundary Section, Pacific Division.
- June 18. Inspection, Opening for traffic, C.P.R. Bridge at mile 36.4, Boundary Section.
- June 18. Inspection, Opening for traffic, C.P.R. Bridge, Mile 14.6, Boundary Section.
- June 18. Inspection of farm crossing of James Davis over the Canadian Northern Ontario Ry., Twp. of Cramahe, Ont.
- June 20. Inspection, Opening for traffic, C.P.R. Bridge, Nakusp & Slocane Branch.
- June 20. Inspection, Opening for traffic, C.P.R. Bridges, mileage 35.2, Nakusp & Slocane Branch.



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- June 20. Inspection, Opening for traffic, C.P.R. Bridge, mile 26.4, Slocane Lake Branch.
- June 20. Inspection, Opening for traffic, C.P.R. Bridge at mile 17.5, Rossland Section.
- June 21. Inspection, Opening for traffic, C.P.R. Bridge, mile 14.2, Rossland Branch.
- June 22. Inspection, Opening for traffic, C.P.R. Bridge, mile 1.2, Revelstoke and Arrow Lake Branch.
- June 22. Inspection of farm crossing of Mr. A. H. Woodbridge on the line of the Windsor, Essex and Lake Shore Ry.
- June 22. Inspection of drainage of Mr. J. L. Shields on the line of the Georgian Bay and Seaboard Ry.
- June 22. Inspection of crossing of track of the Kingston and Pembroke Ry. by the Kingston and Cataraqui Electric Ry. on Montreal Street, Kingston, Ont.
- June 22. Inspection of farm crossing of Mr. Coatsworth on the line of the Windsor, Essex and Lake Shore Rapid Ry.
- June 22. Inspection of Boston and Maine Railroad *re* highway crossing at Lennoxville, P.Q.
- June 23. Inspection of Canadian Pacific Ry. *re* highway crossing at Megantic, P.Q.
- June 23. Inspection of Canadian Pacific Railway *re* highway crossing at Milan, P.Q.
- June 23. Inspection, Opening for traffic, C.P.R. Bridge at mile 0.72, Fraser River Mission Branch.
- June 24. Inspection, Interlocking Plant, Fraser River Branch, New Westminster, B.C.
- June 27. Inspection of crossing of St. Clair Avenue, West Toronto, by the Grand Trunk Ry.
- July 5. Inspection of location of Canadian Northern Ontario Ry. in the vicinity of Belleville, Ont.
- July 5. Inspection of crossing of the Grand Trunk Ry. by the Canadian Northern Ontario Ry. at rail level at Pinnacle Street, Belleville, Ont.
- July 6. Inspection of farm crossing of Mr. A. D. Hartley, about one quarter of a mile south of Florenceville Station, N.B., on the line of the Canadian Pacific Ry.
- July 6. Inspection of Canadian Pacific Ry. trestle over Cobb's Lake, Ont.
- July 7. Inspection of crossing of Mary Street over the tracks of the Brantford & Hamilton Ry. in City of Brantford, Ont.
- July 8. Inspection of crossing of Division Street, Colborne, Ont., by the Canadian Northern Ontario Ry.
- July 12. Inspection of Canadian Northern Quebec Ry. location at Cap Sante, P.Q.
- July 13. Inspection of crossing of Canadian Pacific Ry. at Mackays, Ont.
- July 13. Inspection of the Smith Drain on the Michigan Central Ry. at St. Thomas, Ont.
- July 14. Inspection of Hurdman's Road crossing by the Canadian Northern Ry., near Ottawa, Ont.
- July 14. Inspection of Canadian Northern Quebec Ry. *re* claim of Mr. Lacourciere of St. Paulin for damages *re* drainage.
- July 16. Inspection of subway under the Canadian Northern Quebec Ry. at Shawinigan Falls, P.Q.
- July 16. Inspection of Canadian Pacific Ry. from Shawinigan to Grand Mere, P.Q., for opening of traffic.
- July 20. Inspection of Manitoulin & North Shore Ry. for opening for traffic.
- July 20. Inspection, proposed crossing of G.T.P., Battleford Branch, with C.P.R., Pheasant Hills Branch, N.E.  $\frac{1}{4}$  sec. 36, tp. 36, range 16, W-3-M, Saskatoon District.



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- July 21. Inspection crossing G.T.P. Branch Lines, Young Prince Albert Branch crossing at grade, the Pheasant Hills Branch of C.P.R.
- July 8. Inspection, Interlocking Plant, where C.N.R. Maryfield Extension, crosses C.P.R., Arcola Division, Carlyle, Saskatchewan.
- July 21. Inspection of highway crossings on the line of the Canadian Pacific Ry. at Schaw, Leslie, Moffat and Corwhin, Ont.
- July 22. Inspection of subway at Palgrave, Ont. on the line of the Grand Trunk Ry.
- July 23. Inspection of location of Toronto, Hamilton & Buffalo Ry. spur across Grand Trunk Ry. at Hamilton to the Oliver Chilled Plow Works.
- July 30. Inspection of interlocker at crossing of Kingston & Pembroke Ry. with the Kingston Street Ry., Kingston, Ont.
- August 10. Inspection of Chatham, Wallaceburg & Lake Erie Ry. to open for traffic spur to Paincourt, Ont.
- August 11. Inspection of bridge on the London & Windsor sections of the Grand Trunk Ry.
- August 11. Inspection of farm crossing of Hormisdas Lablanc on the line of the Canadian Pacific Ry. north of St. Jerome, P.Q.
- August 15. Inspection of roadbed of the Salisbury & Albert Ry. with reference to complaint of I. C. Prescott, of Albert, N.B.
- August 23. Inspection of Grand Trunk Ry. from Queen's Wharf crossing to the Sunnyside Crossing with reference to Toronto Grade Separation.
- August 24. Inspection of subway on Lot 5, Con. 2, Twp. of Hope, on the line of the Canadian Northern Ontario Ry.
- August 30. Inspection of highway crossing at Eaton's Corners, P.Q., on the line of the Maine Central Ry.
- August 31. Inspection of water course south of Iberville Jct., on the line of the Central Vermont Ry.
- September 2. Inspection of the Rawdon Branch of the Canadian Northern Quebec Ry., for opening of traffic.
- September 6. Inspection of retaining walls at east end of the Toronto, Hamilton & Buffalo Ry. on Hunter Street. Hamilton, Ont.
- September 7. Inspection of highway crossing between Lots 6 and 7, Con. A. Township of Haldimand, on the line of the Canadian Northern Ontario Ry.
- September 7. Inspection of farm crossing of Mr. C. A. Reddick, on the line of the Canadian Northern Ontario Ry., near Brighton, Ont.
- September 7. Inspection, Location where V.V.E. & N. Co. crosses C.P.R. Main Line on Burrard Inlet between Campbell Ave. and Raymur Ave for the construction of a transfer track between the two Companies.
- September 9. Inspection of Bilodeaus crossing on the line of the Grand Trunk Ry., at Ste. Julie, P. Q.
- September 10. Inspection, File 13477, Case 31, Proposed location of C.P.R. Line from Pt. Moodie  $3\frac{1}{2}$  miles around Burrard Inlet, east and north side.
- September 12. Inspection, opening for traffic, C.P.R. Co., Lacombe Branch from Stettler, mile 49.6 to Castor, mile 84.6, distance 35 miles.
- September 12. Inspection of Canadian Pacific Ry. and Canadian Northern Quebec Ry. at Portneuf, P.Q., in connection with complaint of A. Frenette.
- Sept. 15. Inspection, opening for traffic, C.P.R. Co., Kipp Branch, from Kipp to Carmangay, distance 28.2 miles.
- Sept. 15. Inspection, three dangerous crossings, two on Lethbridge to McLeod Branch, mile 2.6 and 10.6, and one crossing on Carmangay Branch, mile 9.1, *re* alleged dangerous condition.
- Sept. 17. Inspection, opening for traffic, C.P.R., Langdon Branch, from mile 0 to Acme, mile 39.0, distance 39 miles.
- Sept. 17. Inspection of farm crossing of Mr. E. Lynch on the line of the Canadian Northern Ontario Ry., about one mile north of Maynooth Station, Ont.



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- Sept. 18. Inspection of automatic electric bell in C.P.R. yards at Westmount, P.Q.
- Sept. 19. Inspection, File 1552, location where Edmonton Electric Street Railway propose to cross the Edmonton-Yukon and Pacific Railway, at Edward Street, at the junction thereof, with Stephen Avenue.
- Sept. 19. Inspection of private crossing of the Jas. Robertson Co. Ltd., over the Grand Trunk Ry. and the Montreal Park & Island Ry., at Inspector Ave., Montreal, Que.
- Sept. 20. Inspection of interlocking plant at Lake Shore Jct., at crossing of Essex Terminal Ry., Canadian Pacific Ry. and Windsor, Essex and Lake Shore Ry.
- Sept. 20. Inspection of Interlocking plant at Oak Point Junction.
- Sept. 21. Inspection, File 15080, for aproval of the Board *re* construction of Spur leading to property of S. Houlton across Fourth Street West, Calgary, Alberta.
- Sept. 21. Inspection of interlocking plant installed at Walkerville crossing of the Essex Terminal Ry. with the Pere Marquette Ry.
- Sept. 22. Inspection of highway crossing on the line of the Grand Trunk Ry., two miles west of Clinton, Ont.
- Sept. 22. Inspection of Canadian Northern Quebec Ry. in connection with subway at Station Avenue, Shawinigan Falls, P.Q.
- Sept. 23. Inspection, File 9913, MacLeod Branch of C.P.R. from MacLeod to Calgary Junction, distance 105:2 miles.
- Sept. 24. Inspection, location for a siding connecting property of Tuxedo Park Company, Ltd. and Canada Cement Company with G.T.P. and C.N.R.
- Sept. 25. Inspection of double 12 foot concrete arch subway constructed by the International Portland Cement Co. under Canadian Pacific Ry. main line track at mileage 116.8 Ottawa Subdivision near Hull, Que.
- Sept. 26. Inspection of drain on Amos Morgan's farm on the line of the Canadian Pacific Ry., mileage 89.9 Havelock Section.
- Sept. 27. Inspection of Grand Trunk Ry. through property of J. Thomas, one mile east of Prairie Siding, Ont.
- Sept. 27. Inspection of highway crossing on the line of the Grand Trunk Ry., one mile west of Clinton, Ont.
- Sept. 28. Inspection of the Montreal and Southern Counties Ry. in connection with complaints of Municipality of Montreal South, Que.
- Sept. 28. Inspection of highway crossing one and a half miles west of Tilsonburg, Ont., one the line of the Grand Trunk Ry.
- Sept. 28. Inspection of New Brunswick & Prince Edward Island Ry. from Sackville to Cape Tormentine, a distance of 36 miles.
- Sept. 29. Inspection of highway crossing between Lots 10 and 11, Township of Clarke on the line of the Canadian Northern Ontario Ry.
- Sept. 29. Inspection of highway crossing between Lots 2 and 3, Township of Clarke on the line of the Canadian Northern Ontario Ry.
- Sept. 29. Inspection, C.P.R. second track of the double track between Winnipeg and Portage La Prairie, from mile 2 to mile 55, distance 53 miles.
- Oct. 3. Inspection, opening for traffic, C.N.R. Branch line from Ochre River to end of track, distance 15 miles.
- Octo. 4. Inspection, opening for traffic, G.T.P. line from Battle River, mile 675 to Edmonton, mile 793:7, distance 118:7 miles.
- Oct. 5. Inspection of the Brockville, Westport and Northwestern Ry. in connection with fencing.
- Oct. 7. Inspection of crossing of Princess Avenue, Lachute, P.Q., by the Canadian Pacific Railway.
- Oct. 7. Inspection, location where Pembina Road runs parallel to C.N.R. Co. right of way, *re* complaint of Mun. of Montcalm.



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- Oct. 8. Inspection of interlocking plant at crossing of Canadian Northern Quebec Ry. and Montreal Terminal Ry., at Montreal, Que.
- Oct. 10. Inspection of Richmond Road Viaduct, Ottawa, Ont.
- Oct. 10. Inspection, Interlocking plant, where the Port Arthur and Fort William Electric Railway crosses G.T.P. Ry., at Young Street West, Fort William, Ont.
- Oct. 11. Inspection of trestle on the London & Lake Erie Ry. at Union, Ont.
- Oct. 12. Inspection of bridges on the Port Burwell Branch of the Canadian Pacific Ry.
- Oct. 12. Inspection, location where C.P.R. desire to construct two new tracks across Duncan Street, leading into the New Union Depot.
- Oct. 13. Inspection, Opening for traffic, C.P.R. Line, Virden-McCauley Branch, distance 14 miles.
- Oct. 14. Inspection of bridges on the Owen Sound Branch of the Canadian Pacific Ry.
- Oct. 14. Inspection of Detroit River Tunnel.
- Oct. 15. Inspection of Etobicoke Branch of the Canadian Pacific Ry.
- Oct. 15. Inspection of Main Street Crossing, Mount Forrest, Ont., by the Grand Trunk Ry.
- Oct. 17. Inspection, Opening for traffic, C.P.R. Line, Pheasant Hills Branch, West of Saskatoon, from mile 476, to .00 near Senlac to Hardisty, mile 561.3, distance 85.63 miles.
- Oct. 17. Inspection, Proposed overhead bridge location at mileage 33.2 on C.P.R. West of Asquith, Sask.
- Oct. 18. Inspection of crossing where Edmonton Electric Street Railway desire to cross tracks of Edmonton-Yukon and Pacific Railway at Edward Street.
- Oct. 18. Inspection, proposed extension of spur line over property of Clover Bar Coal & 28. Company to property of the Humberstone Coal Company.
- Oct. 18. Inspection of bridges on the Brockville Branch of the Canadian Pacific Railway.
- Oct. 19. Inspection, Interlocking Plant, where C.N.R. crosses G.T.P. Main Line, Riley, Alta.
- Oct. 19. Inspection of bridges on the Prescott Branch of the Canadian Pacific Ry.
- Oct. 20. Inspection of highway crossing by the Ottawa & New York Ry. in Twp. of Russell, Ont.
- Oct. 21. Inspection of crossing of Bronson Avenue, Ottawa by the Grand Trunk Ry.
- Oct. 26. Inspection of main line of the Central Vermont Ry. from St. Lambert to Waterloo in connection with track and bridges.
- Oct. 27. Inspection of crossing of Bridge Street, Port Burwell, Ont., by the Canadian Pacific Ry.
- Oct. 28. Inspection of bridges on the Orangeville Branch of the Canadian Pacific Ry.
- Oct. 28. Inspection of street crossings in Peterboro, Ont.
- Nov. 2. Inspection of proposed site of bridge over the Moira River in Belleville, Ont., on the line of the Canadian Northern Ontario Ry.
- Nov. 2. Inspection, File 13952, street crossing in town of Vegreville, re-opening of said street, known as Main St.
- Nov. 4. Inspection of branch line of Chatham, Wallaceburg & Lake Erie Ry. to the Village of Paincourt for opening for traffic.
- Nov. 7. Inspection of Montreal & Southern Counties Ry. for opening for traffic.
- Nov. 7. Inspection, Opening for traffic, C.P.R. Touloug Branch from Komarno, mile 44.70 to end of track, mile 74.90, distance 28.2 miles.
- Nov. 8. Inspection of location of the Quebec Railway Light, Heat & Power Company's line through the Gugy Estate, Quebec, P.Q.
- Nov. 9. Inspection, Interlocking Plant, West Fort William.



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- Nov. 9. Inspection of Canadian Northern Quebec Ry. from Loretto to Quebec, and Montmorency Branches.
- No. 9. Inspection of Naud's water-power at Deschambault, P.Q., in connection with trestle of Canadian Northern Quebec Ry.
- Nov. 9. Inspection of protection at St. Claire Avenue, Toronto, Ont.
- Nov. 9. Inspection of Grand Trunk Ry. crossings in Police Village of Palgrave, Ont.
- Nov. 9. Inspection of highway crossing south of Tottenham, Ont., on the line of the Grand Trunk Ry.
- Nov. 11. Inspection, crossing location where V.F. & S. Electric Ry. propose crossing V.V. & E. & H. Co. (G.N.R.) near Ardley, B.C.
- No. 15. Inspection of location of proposed transfer track between the Grand Trunk Ry. and the Canadian Pacific Ry. at St. Mary's, Ont.
- Nov. 15. Inspection as to protection where Winnipeg Electric Street Railway crosses C.N.R. on Main Street, Winnipeg.
- Nov. 15. Inspection, as to question of raising tracks of C.N.R. at end of Norwood Bridge, Winnipeg.
- Nov. 16. Inspection, Opening for traffic, Diversion on C.N.R. Main Line from mile 12.2, near Slate River, to Kakabeka Falls, Port Arthur Subdivision, distance 9.76 miles.
- Nov. 18. Inspection of bridges on the Eganville Branch of the Canadian Pacific Ry.
- Nov. 18. Inspection of Canadian Pacific Ry. Bridge at Mileage O.S., Montreal West, P.Q.
- No. 22. Inspection of Cemetery Crossing on line of Grand Trunk Ry. at Huntingdon, P.Q.
- Nov. 23. Inspection of Canadian Northern Ontario Ry. through property of Mrs. Massey in Twp. of York, Ont.
- Nov. 23. Further inspection highway crossing on Nairn's Road over C.P.R. tracks, Elmwood, East Winnipeg, as to protection.
- Nov. 23. Inspection highway crossing over C.P.R. tracks joining Talbot Street, Elmwood, East Winnipeg, as to protection.
- Nov. 23. Further inspection highway crossing over C.P.R., Molson Cut Off, and Carter's Avenue, as to protection.
- Nov. 23. Inspection of Grand Trunk Ry. through Parish of St. Blaise, P.Q. in connection with drainage.
- Nov. 25. Inspection, File 13224, inspection of V.V. & E. & N. Co. at Vancouver, B.C., tracks marked "A & B," between Harriss and Hastings Street.
- Nov. 29. Inspection, location of spur leading from the main line C. P. Ry to premises of Grenfell Milling Co., Grenfell, Sask.
- Dec. 1. Inspection of highway crossing at Pacific Avenue, Mile End, Montreal, by the Canadian Pacific Ry.
- Dec. 1. Inspection of crossing of Side Road between lots 14 and 15, Concession 2, Twp. of Holland, by the Canadian Pacific Ry, east of Chatsworth, Ont.
- Dec. 8. Inspection of crossing of Cannon Street, Hamilton, by the Port Dover Branch of the Grand Trunk Ry.
- Dec. 8. Inspection of crossing of Main Street, Hamilton, Ont., by the tracks of the Port Dover Branch of the G. T. Ry.
- Dec. 8. Inspection of new second track of the Canadian Pacific Ry. in Lambton, Ont. for opening for traffic.
- Dec. 8. Inspection of proposed extensions of the Aberdeen Yard of the Toronto, Hamilton & Buffalo Ry. in the City of Hamilton, Ont.
- Dec. 9. Inspection of interlocking appliances where the Walkerton & Lucknow Ry. crosses the narrow gauge railway of the Hanover Portland Cement Co. at Mileage 29.1 near Hanover. Ont.
- Dec. 8. Inspection of crossing of King St., Hamilton, Ont., by the Port Dover Branch of the Grand Trunk Ry.



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- Dec. 9. Inspection of Montreal & Southern Counties Ry. in connection with complaint of Municipality of Montreal South, P.Q.
- Dec. 13. Inspection. Complaint of C. M. Ross, Maidstone, against C.N.R. to have Right-of-way fenced, from Maidstone to Birling Siding.
- Dec. 14. Inspection of crossings on the line of the Canadian Pacific Ry. at Main and Bridge Streets, Almonte, Ont.
- Dec. 14. Inspection of location of the Grand Valley Ry in the City of Brantford, Ont.
- Dec. 16. Inspection. Opening for traffic, C.N.R. Branch Line from Maryfield to Luxton, distance 68 miles.
- Dec. 16. Inspection. Opening for traffic, C.N.R. Branch Line from Luxton to Bienfait, distance 16 miles.
- Dec. 17. Inspection of bridges on the St. Mary's Branch of the Canadian Pacific Ry.
- Dec. 17. Inspection. Opening for traffic, C.N.R. Branch Line from Hallboro to Beaulah, distance 75 miles.
- Dec. 20. Inspection of Atlantic, Quebec & Western Ry. for opening for traffic between Newport Station and Grand River Station.
- Dec. 20. Inspection of crossing under the embankment of the Atlantic, Quebec & Western Ry. a short distance east of Little Pabos River Bridge, P.Q.
- Dec. 20. Inspection of farm crossing on the Atlantic Quebec & Western Ry. near Gascons, P.Q.
- Dec. 21. Inspection of bridge over the Atlantic Quebec & Western Ry. at Rock Cut, Fifth Range, Que.
- Dec. 21. Inspection of Atlantic, Quebec & Western Ry. at Anse aux Canards in connection with complaint of R. Le Marquand, Newport Point, P.Q.
- Dec. 21. Inspection of Atlantic Quebec & Western Ry. in connection with complaint of Municipalities of Nouvelle and Shoolbred regarding the state of fences, cattle guards, crossings and overhead bridge.
- Dec. 21. Inspection, File 1056.13. Opening for traffic, G.T.P. Branch Line from Melville to Canora, distance 55 miles.
- Dec. 21. Inspection, Opening for traffic, G.T.P. Branch Line from Melville to Balcarres, distance 33.2 miles.
- Dec. 21. Inspection, road crossing in connection with application of G.T.P. for approval of highway crossing in s.w.  $\frac{1}{4}$  sec. 24 26 4 W/2. Distr. Yorkton, Saskatchewan.
- Dec. 29. Inspection. Opening for traffic, G.T.P. Main Line West from Edmonton to Edson, distance 129.5 miles, also distance of 20 miles beyond Edson.
- Dec. 31. Inspection. Opening for traffic, G.T.P. Branch Line from Tofield, Alberta South, to Red Deer River Crossing, distance 83.5 miles.
- Jan. 6. Inspection Vegreville, Calgary Branch C.N.R. for opening for traffic.
- Jan. 7. Inspection re back of cattle guards on Canadian Northern Ry on complaint of United Farmers of Alberta.
- Jan. 17. Inspection of proposed crossing of Canadian Pacific Ry. by Canadian Northern Quebec Ry. near Jacques Cartier Jct.
- Jan. 17. Inspection of location of proposed spur for Tuxedo Park Co. and Canada Cement Co. near Oak Point Jct.
- Jan. 17. Inspection of the C.N. Que. Ry. Trestle at Mile 27.8 Montfort Branch, P.Q. in connection with complaint from the Residents of Newago.
- Jan. 19. Inspection overhead Foot Bridge of C.P.R. at Fort William re accident to trainman.
- January 19. Inspection overhead foot bridge at Brown Street, West Fort William, as to elevation and clearance.
- January 20. Inspection of property of Brock and Muttlerberry, Winnipeg, as to drainage.



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- January 23. Inspection re complaint about road crossings in Municipality of St. Francis on line of Canadian Northern Ry. west of Erio.
- January 21. Inspection of derailment of South bound passenger train on C.P.R. Owen Sound Branch near Mono Road.
- January 30. Inspection of proposed location of gate near shanties at C.N. Que. Ry. Hochelaga Yard, Montreal, P.Q.
- February 1. Inspection of Niagara, St. Catherines & Toronto Ry. for opening for traffic Welland to Port Colborne.
- February 3. Inspection, Talbot St. on line of Canadian Pacific Ry., Winnipeg, re protection.
- February 3. Inspection Nairn Road crossing on line of Canadian Pacific Ry. re protection.
- February 3. Inspection of Marion St., St. Boniface, on the line of Canadian Northern Ry. re protection.
- February 5. Inspection of Interlocker at crossing of Air Line of the Grand Trunk Ry. by the Niagara, St. Catharines & Toronto Ry.
- February 6. Inspection of Interlocker at crossing of Grand Trunk Ry. by Niagara, St. Catherines & Toronto Ry. at Stamford, Ont.
- February 3. Inspection of proposed crossing of Canadian Pacific Ry. Marion St., Rue Messier and Plessis St. in the City of St. Boniface.
- February 3. Inspection of crossing at west end of Norwood Bridge on line of Canadian Northern Ry.
- February 7. Inspection of location of Canadian Northern Ontario Ry. near Nipigon.
- February 9. Inspection of Vancouver, Victoria & Eastern Ry. re deepening and widening ditch at Port Kells, B.C.
- February 10. Inspection in connection with complaint from L. McArthur of Priceville on the Walkerton Sub-division of the C. P.R.
- February 14. Inspection Canadian Pacific Ry. for opening for traffic from Macklin to Kerr Robert, 65 miles.
- February 20. Inspection of the Record Foundry Company's bridge across Mill Street, Montreal, over the track of the Montreal & Southern Countries Ry.
- February 22. Inspection re back of cattle guards on Canadian Northern Ry., Range 29, W. 1st Meridian.
- February 23. Inspection of the G.T.Ry.—Chaudiere River Bridge near Levis, P.Q.
- February 23. Inspection of location for a new station of the G. T. Ry. at St. Agapit, P.Q.
- February 24. Inspection of 8 G.T.Ry. bridges on the Eastern Division, District No. 2.
- March 2. Inspection of the G.T.Ry. Yamaska River bridge at St. Hyacinthe, P.Q.
- March 2. Inspection of the G.T.Ry. Huron River bridge, P.Q.
- March 2. Inspection of highway crossings on lines of Canadian Pacific Ry. and Canadian Northern Ry. in the Municipality of St. Francis, Man.
- March 3. Inspection of Canadian Pacific Ry. for opening for traffic Moosejaw Branch. Mileage 14.5 to 118.75.
- March 3. Inspection of 14 bridges on the G.T.Ry. Eastern Division, District No. 4.
- March 6. Inspection of Galt St. crossing of Canadian Pacific Ry. Lethbridge, re protection.
- March 6. Inspection of proposed crossing of G.T.Ry. by Street through Mount Pleasant Cemetery, in the Township of York.
- March 7. Inspection of bridges on the G.T.Ry. Eastern Division.
- March 8. Inspection of G.T.Ry.—Port Hope Viaduct.
- March 9. Inspection of C.P.Ry. bridge, No. 84.1 Town to Sub-division.
- March 13. Inspection of farm crossings on Temiscouata Ry.
- March 14. Inspection of farm crossing on Canadian Pacific Ry. at Grand River, N.B.



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- March 14. Inspection of crossing of Canadian Pacific Ry. by Temiscouta Ry. at Edmunston, N.B.
- March 16. Inspection of proposed road crossing on Canadian Pacific Ry. at Eagle River.
- March 16. Inspection of farm crossing on Canadian Pacific Ry. at Lorette.
- March 17. Inspection of proposed crossing of the C.N.O. Ry. over the Manotick road, Township of Nepean, Ont.
- March 21. Inspection of crossing of Grand Trunk Ry. by the Canadian Pacific Ry. re installation of interlocking appliances.
- March 21. Inspection of Grand Trunk Ry. bridge at Brickville, Ont.
- March 21. Inspection of G. T. Ry. Montreal Road Subway at Kingston, Jct., Ont.
- March 22. Inspection of G.T.Ry. Trent Canal Bridge, at Trenton, Ont.
- March 22. Inspection of overhead bridge near Merriton, on Grand Trunk Ry.
- March 28. Inspection of the G.T.Ry., Convent Foot Subway at Lachine, P.Q.
- March 30. Inspection of highway crossing near Piles Jct. on the line of the Canadian Pacific Ry.



APPENDIX "F"

OTTAWA, April 20th, 1911,

Dear Sir,—I have the honor to submit herewith for the sixth annual report of the Board, report of the Operating Department year ending March 31st, 1911.

During the year 1453 accidents attended by personal injury were reported as per returns furnished by the various Railway Companies under the jurisdiction of the Board, covering 494 persons killed and 1119 injured, as follows:

	Killed.	Injured.
Passengers .. .. .	24	132
Employees .. .. .	263	788
Other persons.. .. .	207	199
	<hr/> 494	<hr/> 1119

Accidents to the number of 456 were investigated and reported upon by the Board's Operating Officers.

Of the 494 persons killed and 1,119 injured during the year, 140 killed and 69 injured were trespassers.

The increase shown in number of employees killed during year ending March 31st, 1911, over that of year ending March 31st, 1910, is due to landslide which occurred March 4th, 1910, at mileage 85, just west of Rogers' Pass, Mountain Section of the Canadian Pacific Railway, in which 58 employees were killed. This accident was not shown in our report for year ending March 31st, 1910, on account of the Railway Company's report not being received until after the Annual Report for that period had been made.

General inspections were made of stations during the year as follows:

Grand Trunk.. .. .	612
Canadian Pacific.. .. .	1316
Canadian Northern.. .. .	375
Miscellaneous Roads.. .. .	436
	<hr/> 2739

Equipment inspections were made as per statement herewith:

	Inspected.	Defective.
Freight cars.. .. .	72,177	7,512
Locomotives.. .. .	1,591	158
Passenger Cars.. .. .	937	83
	<hr/>	<hr/>

The principal defects in freight cars were:

- Uncoupling levers disconnected.
- Air hose missing.
- Air brake cut out.
- Bent and loose grab irons.



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The principal defects in locomotives:

Operating levers disconnected.

Ash pans.

Dampers.

Netting.

Passenger car equipment was examined particularly as to sanitary condition. Inspections were made as to method of cleaning same, with the result that improvements have been made at several points in the way of facilities for the cleaning of passenger car equipment.

Inspectors have also examined frogs, guard rails, etc., particularly at Divisional points on different Railways as to packing, etc.

In addition to the above we have also enquired into a large number of complaints made to the Board regarding insufficient and irregular train service, and other operating matters, etc., as shown elsewhere in Board's report.

Highway crossings to the number of 195 have also been inspected and reported upon (table showing location of the various crossings inspected to be found elsewhere in Operating Department report).

All of which is respectfully submitted.

Yours truly,

(Sgd.) A. J. NIXON,

Chief Operating Officer.



THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

STATEMENT showing the number of persons killed and injured on various railways in Canada under the jurisdiction of the Board, for year ending March 31st, 1911.

Name of Railway.	Passengers.		Employees.		Other persons.		Total.	
	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk. ....	5	39	64	253	64	82	133	374
Canadian Pacific.....	14	54	159	124	103	55	276	233
Canadian Northern.....	1	11	10	152	11	26	22	189
Canadian Northern Ontario. ....		3	3	10		1	3	14
Canadian Northern Quebec ....		5	1	10	3	3	4	18
Michigan Central.....	1	4	9	191	6	13	16	208
Wabash.....		3	1	28	6	1	7	32
Quebec, Montreal & Southern Ry .....			1	1		1	1	2
Windsor, Essex and Lake Shore.....						2		2
Ottawa and New York Railway..			2		1		3	
Central Ontario .....	1		1				2	
Temiscouata.....				1	1		1	1
Thousand Island.....					1		1	
Toronto, Hamilton and Buffalo..	1		1	3	3	3	5	6
Vancouver, Victoria and Eastern .....			1			2	1	2
Great Northern.....				2		1		3
Central Vermont. ....	1			4		2	1	6
Manitoulin and North Shore.....			1				1	
Montreal Park and Island. ....		1			3	3	3	4
Algoma Central and Hudson Bay .....					1	3	1	3
Bay of Quinté.....					1		1	
Kingston and Pembroke.....			1	1	1	1	2	2
Boston and Maine.....			1	1			1	1
Central Vermont and C.P.R.....		8		4				12
Pere Marquette.....			2				2	
Intercolonial and Grand Trunk.....		3	4	1			4	4
Esquimalt and Nanaimo.....			1		2		3	
Maine Central.....		1		2				3
	24	132	263	788	207	199	494	1,119



THE BOARD OF RAILWAY COMMISSIONERS.

STATEMENT showing the character of the accidents sustained by the persons killed and injured on the various Railways under the jurisdiction of the Board for year ending March 31, 1911.

Name of Railway.	Derailment.		Stealing ride.		Public highway crossing.		Falling off freight cars.		Trespassing.		Body found on track or bridge.		Unclassified.		While switching.		Pitch-in with hand car.		Died in train, natural causes.	
	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.	K.	L.
Grand Trunk.	1	4	2	1	12	33	2	23	24	31	21	...	10	111	2	29	1	2	...	...
Canadian Pacific.	6	42	7	2	12	19	5	4	44	16	20	1	54	44	9	8	6	4	1	...
Canadian Northern.	2	1	2	...	...	2	1	12	3	8	2	...	5	88	...	4	2	2	...	...
Canadian Northern, Ontario	...	6	...	...	...	...	1	...	...	1	...	...	1	5	...	1	...	...	...	...
Canadian Northern, Quebec	...	4	...	...	...	...	...	1	3	2	...	...	...	8	...	...	...	...	...	...
Michigan Central.	...	1	...	...	3	5	...	4	2	1	3	...	3	96	1	10	...	1	...	...
Wabash.	...	...	...	...	6	1	1	...	...	...	...	...	...	22	...	...	...	...	...	...
Quebec, Montreal & South ern.	...	...	...	...	...	...	...	...	...	1	...	...	...	1	...	...	...	...	...	...
Windsor, Essex & Lake Shore.	...	...	...	...	1	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...
Ottawa & New York	...	...	...	...	1	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...
Central Ontario.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Teniscouata.	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...	1	...	...	...	...
Thousand Island.	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Toronto, Hamilton & Buffalo	...	...	...	...	2	1	...	...	...	1	1	...	...	2	...	1	...	...	...	...
V. V. & Eastern	...	...	...	...	...	...	...	...	...	...	...	...	...	2	...	...	...	...	...	...
Great Northern.	...	1	...	...	...	1	...	...	...	...	...	...	...	1	...	...	...	...	...	...
Central Vermont.	...	4	...	1	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...
Manitoulin & North Shore.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...
Montreal Park & Island.	...	...	...	...	...	...	...	...	1	2	...	...	2	1	...	...	...	...	...	...
Algoma Central & H. Bay.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Bay of Quinte.	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...
Kingston & Pembroke.	...	...	...	...	...	1	...	...	1	...	...	...	...	1	...	...	...	...	...	...
Boston & Maine.	...	...	...	...	...	...	...	...	...	...	...	...	1	1	...	...	...	...	...	...
Central Vermont & C. P.	...	...	...	...	...	...	...	...	...	...	...	...	...	12	...	...	...	...	...	...
Pere Marquette.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
I. C. R. & Grand Trunk.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Esquimalt & Nanaimo.	...	3	...	...	...	...	...	...	2	...	...	...	...	...	...	...	...	...	...	...
Maine Central.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	9	66	11	4	37	61	10	44	82	64	17	1	76	396	14	54	9	9	1	...











THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

STATEMENT showing the character of the accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for the year ending March 31, 1911.

Name of Railway.	Collision with street car.		Boarding train in motion.		Side ladders.		Falling between cars while on top of train.		Falling off hand car.		Bridge burned.		Collision with cars standing foul.		Private crossing.		Working under engine.		Struck by mail catcher.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk....			4	12		4	1			3				3						
Canadian Pacific.....			13	20		2	4			3					1					
Canadian Northern.....	1	8	2	4						2			1							
Canadian Northern Ontario																				
Canadian Northern Quebec.																				
Michigan Central.....				2		1	1										1			
Wabash.....																				
Quebec Montreal and Sout..									1											
Windsor Essex & Lake Shore																				
Ottawa & New York. ....			1																	
Central Ontario.....			1																	
Temiscouata.....																				
Thousand Island.....																				
Toronto Hamilton & Buffalo			1																	
V. V. & Eastern.....																				
Great Northern.....																				
Central Vermont.....																				
Manitoulin & North Shore																				
Montreal Park & Island...																				
Algoma Central & H. Bay..		3	1																	
Bay of Quinte.....																				
Kingston & Pembroke.....			1																	
Boston & Maine.....																				
Central Vermont & C.P. ...																				
Pere Marquette.....																				
Intercolonial & G.T. ....																				
Esquimalt & Nanaimo.....																				
Maine Central.....																				
	1	11	24	38		7	1	6	1	8			4				1			



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**THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA,**  
**STATEMENT showing the character of the accidents sustained by the persons killed and injured on the various railways under the jurisdiction of the Board for year ending March 31, 1911.**

Name of Railway.	Locomotive explosion.		Jumping off train in motion.		Asphyxiated in tunnel.		Washout.		Riding on pilot of engine.		Gasoline motor.		Electro-cuted.		Working on cars and engines.		Overhead bridge.		Falling off tender handling water spout.	
	K.	I.	K.	I.	K.	I.	K.	i.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk.....		2	25	15								2			1	5	1			1.
Canadian Pacific.....			7	7								1			1	1				6
Canadian Northern.....				2				1				2				3				1
Canadian Northern Ontario.....																				
Canadian Northern Quebec.....				1												20				
Michigan Central.....				3												1				1
Wabash.....																1				
Quebec, Montreal and Southern.....				1																
Windsor, Essex and Lake Shore.....																				
Ottawa and New York.....																				
Central Ontario.....																				
Teniscouata.....																				
Thousand Island.....																				
Toronto, Hamilton and Buffalo.....																				
V. V. and Eastern.....																				
Great Northern.....																				
Central Vermont.....																				
Manitoulin and North Shore.....			1																	
Montreal Park Island.....																				
Algoma Central and Hudson Bay.....				1																
Bay of Quinte.....																				
Kingston and Pembroke.....																				
Boston and Maine.....																				
Central Vermont and C.P.....																				
Pere Marquette.....															1					
Intercolonial and G. T.....																				
Esquimalt and Nanaimo.....																				
Maine Central.....																				
		2	33	30				1				5	2		3	30	1	3		2



Name of Railway.	Working in shops.		Falling off bridge or trestle.		Struck by water spout.		Ran into open switch.		Totals.	
	K.	I.	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk. ....		7	1	1		1		1	133	374
Canadian Pacific. ....		12	1						276	233
Canadian Northern. ....		10		1			1	2	22	189
Canadian Northern Ontario. ....									3	14
Canadian Northern Quebec. ....		2	1						4	18
Michigan Central. ....		37				1		1	16	208
Wabash. ....									7	32
Quebec, Montreal & Southern. ....									1	2
Windsor, Essex & Lake Shore. ....										2
Ottawa & New York. ....									3	
Central Ontario. ....									2	
Temiscouata. ....									1	1
Thousand Island. ....									1	
Toronto, Hamilton & Buffalo. ....									5	6
V. V. & Eastern. ....									1	2
Great Northern. ....										3
Central Vermont. ....									1	6
Manitoulin & North Shore. ....									1	
Montreal Park & Island. ....									3	4
Algoma Central & H. B. ....									1	3
Bay of Quinte. ....									1	
Kingston & Pembroke. ....									2	2
Boston & Maine. ....									1	1
Central Vermont & C. P. ....										12
Pere Marquette. ....									2	
Intercolonial & G. T. ....									4	4
Esquimalt & Nanaimo. ....									3	
Maine Central. ....										3
	....	68	3	2	....	2	1	4	494	1,119



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## THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

STATEMENT showing the character of accidents on various railways in Canada under the jurisdiction of the Board for year ending March 31, 1911.

Character of Accident.	Passengers.		Employees.		Other persons.		Totals.	
	K.	I.	K.	I.	K.	I.	K.	I.
Derailment .....		42	9	23		1	9	66
Stealing ride .....					11	4	11	4
Public highway crossing .....			2	1	35	63	37	64
Falling off freight cars .....			9	44	1		10	44
Trespassing .....					82	64	82	64
Body found on track or bridge .....	3		5	1	39		47	1
Unclassified .....	2	30	58	334	16	32	76	396
While switching .....		3	14	48		3	14	54
Pitch-in with hand car .....			7	8	2	1	9	9
Died in train. Natural causes .....	1						1	
Working under cars .....			1	1			1	1
Struck looking out of cab window .....				3				3
Suicide .....					6		6	
Struck by switch stand .....				4				4
Adjusting couplers .....			10	63			10	63
Falling off passenger train .....	3	9					3	9
Working on track .....			76	35			76	35
Working on bridge .....			3	8	1	1	3	9
Collision head-on .....	1	8	19	20		2	21	30
Collision rear-end .....	2	10	5	23	1		7	33
Collision with street car .....						11	1	11
Attempt to board train in motion .....	7	10	7	16	10	12	24	38
Side ladders .....				7				7
Falling between cars while on top train .....			1	6			1	6
Falling off hand car .....			1	8			1	8
Bridge burned .....								
Collision with car standing foul .....		1		3				4
Private crossing .....					1		1	
Working under engines .....				1				1
Struck by mail catcher .....								
Locomotive explosion .....				2				2
Jumping off train, while in motion .....	5	15	27	10	1	5	33	30
Asphyxiated in tunnel .....								
Wash-out .....		1						1
Riding on pilot of engine .....				5				5
Gasoline motor .....								
Electrocuted .....			2				2	
Working on cars and engines .....			3	30			3	30
Overhead bridge .....			1	3			1	3
Fell off tender moving water spout .....				8				8
Working shop .....				68				68
Falling off bridge or trestle .....			2	2	1		3	2
Struck by water spout .....				2				2
Ran into open switch .....		3	1	1			1	4
	24	132	263	788	207	194	494	1119



THE BOARD OF RAILWAY COMMISSIONERS.

A COMPARATIVE statement of killed and injured between year ending March 31, 1910,  
and year ending March 31, 1911,

	Passengers.		Employees.		Other Persons.		Totals.	
	K.	I.	K.	I.	K.	I.	K.	I.
Year ending March 31, 1910.....	51	211	194	745	211	167	456	1,123
Year ending March 31, 1911.....	24	132	263	788	207	199	494	1,119
Increase over 1910.....			69	43	.....	32	38	.....
Decrease over 1910.....	27	69	.....	.....	4	.....	.....	4



THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

COMPARATIVE Statement in totals of killed and injured between year ending March 31, 1910, and year ending March 31, 1911, for each railway separately.

Name of Railway.	1910.		1911.		1911.			
					Increase.		Decrease.	
	K.	I.	K.	I.	K.	I.	K.	I.
Grand Trunk . . . . .	104	287	133	374	29	87		
Canadian Pacific . . . . .	257	311	276	233	19			78
Canadian Northern . . . . .	20	262	22	189	2			73
Canadian Northern, Ontario . . . . .	4	4	3	14		10	1	
Canadian Northern, Quebec . . . . .	6	18	4	18			2	
Michigan Central . . . . .	23	177	16	208		31	7	
Wabash . . . . .		7	7	32	7	25		
Toronto Hamilton & Buffalo . . . . .	2	1	5	6	3	5		
Central Vermont . . . . .		15	1	6	1			9
Dominion Atlantic . . . . .		3						3
Great Northern . . . . .	6	11		3			6	8
Quebec Montreal & Southern . . . . .	1	3	1	2				1
Kingston & Pembroke . . . . .			2	2	2	2		
Montreal Park & Island . . . . .		1	3	4	3	3		
Bay of Quinte . . . . .			1		1			
Intercolonial & Grand Trunk . . . . .			4	4	4	4		
Windsor Essex & Lake Shore . . . . .	1			2		2	1	
Algoma Central & Hudson Bay . . . . .			1	3	1	3		
Esquimalt and Nanaimo . . . . .	1	1	3		2			1
Thousand Island . . . . .			1		1			
New York & Ottawa . . . . .	1		3		2			
Niagara St Catharines & Toronto . . . . .	1	1					1	1
Temiscouata . . . . .			1	1	1	1		
Pere Marquette . . . . .	3		2				1	
Montreal Terminal . . . . .	1	1					1	1
Oshawa . . . . .		1						1
V. V. & Eastern . . . . .	24	16	1	2			23	14
Brantford & Hamilton Electric . . . . .		3						3
Hereford . . . . .	1						1	
Central Ontario . . . . .			2		2			
Manitoulin & North Shore . . . . .			1		1			
Boston & Maine . . . . .			1	1	1	1		
Central Vermont & Canadian Pacific . . . . .				12		12		
Maine Central . . . . .				3		3		
Increase . . . . .					82	189		
Decrease . . . . .							44	193
Increase for year 1911 . . . . .					38			
Decrease for year 1911 . . . . .								4



THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

Collisions investigated, year ending March 31, 1911.

File.	Date.	Name of Railway.	Place.	Killed.	Injured.	Remarks.
N	1910.					
1330	Apr. 8	Michigan Central.....	Waterford, $\frac{1}{2}$ mile east.....	1	1	Rear end collision between extra west, engine 7,540 and train B. D. 1, engine 8,418; latter train disregarded signals.
1240	May 14	Canadian Pacific.....	Ashcroft, B. C.....	2	2	Head on collision between extra 512 and work train engine 510; work train standing on main line without protection.
1267	June 14	Canadian Pacific.....	Bow River Bridge, Alta.....	.....	1	Head on collision between No. 73 and 159. No. 159 went outside yard limit without proper protection. No. 73 approached yard limit without being under control.
1272	June 15	Grand Trunk.....	Brantford.....	.....	2	Rear end collision between ballast train, engine 752 and passenger train No. 56. Ballast train, engine 752, not under control.
1290	July 3	Canadian Northern.....	Roddick, Sask.....	.....	2	Work extra engine 154, returning from running Flagman out to protect against No. 15; No. 15 overtook engine 154. Failure of crew of work extra to properly protect train.
1312	July 26	Canadian Pacific.....	Indian River, 1 mile west.....	.....	4	Head on between extra west, engine 641, and 2-74, account failure of Operator to copy order correctly.
1349	Aug. 27	Grand Trunk.....	Belleville Yard.....	2	..	Emigrant special, engine 324, side-swiped light engine 2,048; signal set against emigrant special.
1451	Sept. 3	Grand Trunk.....	Point St. Charles Yard.....	.....	1	Side collision between switch engines 1,403 and 1,676. Failure of Engineer on engine 1,403 to properly observe movements of engine 1,676.
1360	Oct. 15	Canadian Pacific.....	Geneva, Ont.....	2	1	Head on between No. 1 and 2,120; No. 1 held wait order at Geneva for 2,120; ran past siding and struck 2,120.
1380	Oct. 24	Canadian Northern.....	Borden, Sask.....	....	1	Head-on collision between extra east, engine 467 and No. 97. Extra 467 left switch open, switch had no target, and Engineer of No. 97 did not observe until too late to stop clear.
1436	Oct. 26	Canadian Pacific.....	Ignace, Ont.....	.....	1	Side collision between 176 and yard engine 2,060 in yard; yard engine should position of switch have been into clear.
1480	Dec. 8	Wabash .. .	New Sarum, 2 miles east .. .	.....	2	Head-on between extra west engine 1,892 and 2,198; Train Despatcher failed to deliver meet order to 2,198.
16394	Dec. 10	I. C. R. & G. T. R.....	St. Hyacinthe, $\frac{1}{2}$ mile east....	5	7	Head-on between Intercolonial passenger train No. 146, engine 116 and Grand Trunk, extra west, light, engine 416. Crew of engine 146, Grand Trunk responsible for running on the wrong track from St, Rosalie.
6974	Dec. 31	Grand Trunk.	London East Sand. Pit.....	.....	3	Rear-end collision between snow plough extra, eng. 2219, and way freight, engine 413. Failure of crew of 413 to protect train by Flagman.



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1539	1911. Jan. 10	Wabash...	Fort Erie.....	.....	1	Rear-end between G. T. extra 671 and Wabash extra 1872: extra 1872 followed extra 671 too closely.
1541	"	21 Canadian Pacific.....	Macoun, Sask. ....	2	8	Rear-end between extra 658 and passenger special, engine 1121, at station: crew of 658 did not approach yard under control; crew of special, 1121, did not protect train while occupying main line.
1521	"	23 Grand Trunk.....	$\frac{1}{2}$ mile east of Collins Bay....	2	1	Rear-end between extra east, engine 1246, and extra east, engine 1635. Failure of crew of 1146 to keep sharp lookout ahead.
1540	"	24 Canadian Northern.....	Star City, $3\frac{1}{2}$ miles west.....	...	7	Rear-end collision between train No. 4 and extra east, engine 64. No. 4 failed to live up to order No. 74, which they held.
7059	"	30 Canadian Pacific.....	Thamesford.....	1	...	Rear-end collision between extra west, engine 645, and No. 87. Extra west, engine 685, had no flagman out.
1577	Feb. 2	Canadian Pacific.....	Twain, Sask., one mile west.	1	1	Rear-end collision between extra 637 and extra 1652; failure of engineer on engine 687 to keep sharp lookout ahead.
1533	"	4 Grand Trunk.....	Richwood, $2\frac{1}{2}$ miles east..	6	9	Head-on between No. 39 and light engine 629; crew of light engine ran past meeting point.
1589	"	4 " ".....	4 miles east of Cobourg.....	....	1	Rear-end between No. 92 and 2196.
1569	"	4 Canadian Pacific....	Tuxford, Sask. ....	1	....	Head-on collision between extra north, 636, and extra south, 655, at station. Extra 636 was handling snow plough and struck a drift close to station, going through same, striking extra 655.
1567	"	13 " ".....	Sutton, Que.....	....	2	1199 collided with extra 1688 standing at tank. Operator and Engineer of 1199 responsible.
7126	"	14 " ".....	Guelph Junction ....	2	....	2174 handling snow plough struck extra west, engine 655.
7243	Mar. 25	" " ".....	Mileage 117, Blue Jay, Ont..	3	....	2189 collided head-on with 5124; crew of 2189 overlooking meeting point.



BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

Derailments investigated, year ending March 31, 1911.

Reference to Record.	Date of Accident.	Name of Railway.	Place.	Killed.	Injured.	Remarks.
No.	1910.					
1251	May 9	Canadian Northern .....	Mileage 231, 5th District, Sask.	.....	1	Derailment of tender of engine No. 73, baggage car, 2nd class car, and 1st class car, train No. 25, due to soft condition of roadbed.
1280	" 21	Canadian Northern .....	6 poles north mile post 57, Chamberlain, Sask.	.....	1	Engine No. 72, train No. 15 turned over. Cause unknown, but it was supposed track spread.
1314	June 17	Central Vermont .....	2½ miles west of Granby, Que.	.....	4	Excessive heat threw track out of line, derailing train No. 3.
1295	" 30	Canadian Northern .....	Mileage 253·3 from Toronto. Sudbury Section.	.....	6	Derailment of combination baggage and coach train No. 8, probably caused by broken rail.
1333	July 14	Canadian Northern .....	Cap Rouge, 1¼ miles west .....	....	2	Tender of engine 185, 2nd section No. 1, left track derailing baggage car and four coaches, due to reckless rate of speed on curve.
1313	Aug. 12	Canadian Pacific .....	Caledon Mountain .....	.....	2	Rear coach of train No. 16 turned over on side. Improper elevation of track at curve.
1347	Sept. 26	Canadian Northern .....	1 mile east of Arizona, Man..	.....	1	Tender of engine 208 work train jumped track. Running tender first. Engine turned over on side. The exact cause unknown, probably due to poor condition of roadbed.
1475	Dec. 3	Canadian Pacific .....	¾ mile east of Weyburn, Sask.	1	1	Engine and 8 cars of extra west derailed at wye switch due to loose tire on left engine truck wheel.
1509	" 10	Canadian Pacific .....	Macklin, Sask .. ..	2	2	Construction engine 414 and 5 cars derailed at wye switch, due to switch being left partly open.
	1911.					
1529	Jan. 3	Grand Trunk .....	Mimico .....	.....	1	Derailment of engine 638 at stub switch. Carelessness on part of engineer.
1523	" 31	Canadian Pacific .....	Mileage 109, Calgary Sub-division.	.....	11	Derailment of train No. 1, due to broken rail.
1552	Feb. 1	Canadian Pacific .....	L'Acadia .....	.....	4	Derailment of Rutland train No. 265 due to taking siding at too high rate of speed.
1534	" 14	Hereford (Maine Central)	¼ mile east Brookbury .....	.....	3	Derailment of train No. 225, apparently due to spreading of rails on curve.
7264	Mar. 28	Canadian Pacific .....	Cartier, Ontario, near East Siding.	1	.....	Caboose derailed while being switched. Deceased in jumping caught underneath.



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## THE BOARD OF RAILWAY COMMISSIONERS.

LIST of Highway Crossings inspected year ending March 31, 1911.

Reference to Record.	Date.	Location of Crossing.
	1910.	
9437.409	Mar. 31..	St. Patrick st., crossing Ottawa, Ont., on the Sussex st. branch of the C.P.R.
9437.410	Apr. 2..	Maisonville Road crossing known as Drouillard yard in the town of Walkerville, on the G.T.R.
9437.411	" 4..	John street crossing, Aylmer, Ontario, on the line of the G.T.R.
9437.412	" 2..	Public crossing just east of New Sarum, Ontario, on the line of the G.T.R.
9437.413	" 2..	$\frac{3}{4}$ mile west of Stoney Point, township of Tilbury North, county of Essex, G.T.R., mileage 201.17.
9437.414	" 2..	Flora street crossing in the city of St. Thomas, Ont., G.T.R.
9437.415	" 2..	Walker's Road crossing, Walkerville, township of Sandwich East, county of Essex, G.T.R.
9437.416	" 4..	Haggarty street crossing, Newbury, township of Nossa, county of Middlesex, mileage 153.08, 19th dist., G.T.R.
9437.417	" 4..	Cedar street crossing at Dunnville station, township of Moulton, county of Haldimand, G.T.R.
9437.418	" 4..	1st public crossing east of Stamford, township of Stamford, Welland county, G.T.R.
9437.419	" 4..	Public road crossing north of Rymal in Galt Fleet township, county of Wentworth on the G.T.R.
9437.420	" 4..	$1\frac{1}{2}$ miles east of Walsh, township of Charlotteville, county of Norfolk, on the G.T.R.
9437.421	" 4..	Crossing of Garnot station in the tenth concession of Walpole, township of Haldimand, G.T.R.
9437.422	" 4..	Public road crossing just east of Walsh in the township of Charlotteville, county of Norfolk, G.T.R.
9437.423	" 4..	Public road crossing $2\frac{1}{2}$ miles west of Burford, township of Burford, county of Brant, G.T.R.
9437.424	" 4..	Crossing $1\frac{1}{2}$ miles west of Tillsonburg, being town line between Bayham and Dereham townships, in Oxford and Elgin counties on the line of the G.T.R.
9437.425	" 4..	Third crossing west of Dunnville, Tamboro township, Haldimand county, G.T.R.
9437.426	" 4..	1st public crossing east of the station at Wainfleet in township of Wainfleet, county of Welland, on the G.T.R.
9437.427	" 2..	Crossing just west of Nelles Corners station, township of Rainham, county of Haldimand on the G.T.R.
9437.428	" 4..	2nd crossing west of Wainfleet, township of Wainfleet, county of Welland, G.T.R.
9437.429	" 4..	Three miles west of Fort Erie, township of Bertie, county of Welland on the G.T. and M.C. Rys.
9437.430	" 4..	Just west of station at Ridgway, county of Welland, G.T.R.
9437.431	" 4..	1st crossing east of Sharkson station, township of Humberstone, county Welland, G.T.R.
9437.432	" 4..	Three miles west of Stamford, township of Stamford, county of Welland, G.T.R.
9437.433	Mar. 31..	Price's Crossing, concession 3, township of Hull, county of Wright, Que., on the Waltham branch of the C.P.R.
9437.434	" 31..	Cyrville Road crossing, Ottawa, Ont., mileage 4.6, Sussex street branch of the C.P.R.
9437.435	" 31..	Lee's Crossing in the town of Carleton Place, Ont., on the Chalk River section of the C.P.R.
9437.436	" 31..	Cassidy's Crossing, mileage 29.2 on the Maniwaki branch of the C.P.R., township of Wakefield, lot 4B range 11.



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## THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

LIST of Highway Crossings inspected year ending March 31, 1911.—*Continued.*

Reference to Record.	Date.	Location of Crossing.
	1910.	
9437.437	Mar. 26..	Perth street crossing Brockville, over line used by the C.P. and Brockville and Westport Rys.
9437.438	" 26..	William street crossing, Brockville, Ontario, over track of the C.P.R. and G.T.Rys.
9437.439	Apl. 2..	Barley side road highway crossing on the G.T.R., one mile east of Courtland, mileage 88.94, on the St. Thomas Welland line, township Middleton, county Norfolk.
9437.440	" 4..	$\frac{1}{8}$ mile east of Courtland, mileage 89.88, 19th dist., of the G.T.R. highway known as Talbot road, concession 1, township Middleton, county Norfolk.
9437.441	" 2..	$1\frac{1}{2}$ miles west of Tillsonburg, G.T.R., 19th dist., mileage 95.77, concession 5, lot 3, county of Norfolk, township of Middleton.
9437.442	" 5..	Crossing Cote De Perrons, chemin de Base, between lots 42 and 38, in the parish of St. Rose, county of Laval. About one mile east of St. Rose, on the C.P.R.
9437.443	" 5..	Turgeon street, in the village of St. Therese, in the county of Terrebonne, on the C.P.R.
9437.444	" 5..	St. Maurice street crossing, formerly Bridge street, in the city of Three Rivers, Quebec, on the C.P.R. belt line (Chemin De Ceinture).
9437.445	" 5..	Le rang de Lacadie, in the parish of Point Du Lac, county of St. Maurice, Quebec, mileage 71.19, on C.P.R.
9437.446	" 5..	$2\frac{1}{2}$ mileage east of St. Bazil station, in the parish of St. Keanne De Neuville, in the county of Portneuf, Quebec, on the C.P.R.
9437.447	" 5..	Canillon street St. Sauveur, in the city of Quebec, (reported to him as Cralton street and Carlton street St. Malo, on the C.P.R.
9437.448	" 5..	Laliberte street, in the city of Quebec, on the C.P.R.
9437.449	" 5..	Highway crossing at Laparade, Quebec, in the village of St. Anne de Laparade, on the C.P.R.
9437.450	" 5..	$\frac{3}{4}$ of a mile east of Louisville station between lots 340-341, concession Petite Rivière Du Loup, county of Maskinonge, Quebec, on the C.P.R.
9437.451	" 4..	Crossing between sections 24 and 13, township 3, range 20, Manitoba near the village of Boissevain, on the B.S. and H.B.R.
9437.452	" 2..	North end of Nanton Yard, Alberta, on the C.P.R.
9437.453	" 2..	West end of Creston yard, district of west Kootenay, B.C., on the C.P.R.
9437.454	" 2..	West end of Pincher station platform, district of Pincher, Alberta, on the C.P.R.
9437.455	" 4..	West end of station yard Manitou, Manitoba, on the La Riviere Branch of the C.P.R.
9437.456	" 4..	East of Norden station, Manitoba, near mileage, 79, on the C.P.R.
9437.457	" 7..	2nd highway crossing east of St. Mary's Junction, in the county of Perth, on the G.T.R.
9437.458	" 7..	$2\frac{1}{2}$ miles west of St. Mary's Junction, in the county of Perth, on the 15th district of the G.T.R.
9437.459	" 2..	1 mile south of Claresholm on the C.P.R.
9437.460	" 4..	Crossing at Ningo, Manitoba, on the Lariviere Branch of the C.P.R.
9437.461	" 8..	Just west of Vaudreuil station, district of Montreal, county of Vaudreuil, on the G-T.R.
9437.462	" 8..	1st and 2nd crossings west of Myrtle station, on the C.P.R., province of Ontario.
9437.464	May 27..	The two main streets in the village of Tavistock, on the line of the G.T.R.
9437.467	" 30..	At North Derby (Flag Station), range 6, lot 1, county of Stanstead, province of Quebec, Boston and Maine.
9437.468	Apr. 27..	Inspection of Diamond Ry. Branch Crossings, 9 in number, Alberta.
9437.469	" 13..	Just west of Guelph Junction, Road allowance, Lot 6, Concession 1, Township of Nassagava, County of Haiton on the line of the Canadian Pacific Ry.



SESSIONAL PAPER No. 20c

THE BOARD OF RAILWAY COMMISSIONERS—*Continued.*LIST of Highway Crossings inspected year ending March 31st, 1911.—*Continued.*

Reference to Record.	Date.	Location of Crossing.
No.	1910.	
9437.472	" 12..	Crossing at Dubuc, Sask., on the Kirkella Branch of the Canadian Pacific Ry.
9437.473	" 11..	Two miles east of Meadows north west quarter of Section 16, Township 12, Range 1, west of the principal meridian.
9437.474	" 11..	Third Street Crossing Souris, Manitoba on the C. P. R.
9437.475	" 12..	Crossing at Staughton Village, east end of Yard on the C. P. R. in Saskatchewan.
9437.476	" 12..	18th Street in the City of Brandon on the C. P. R. and Great Northern Rys.
9437.477	" 12..	Hamilton Street, Regina, Sask., on the C. P. R.
9437.479	" 18..	Park Street Crossing, Port Arthur, Ontario, on the line of the Canadian Pacific and Canadian Northern Rys.
9437.481	" 18..	Dawson Road Crossing about one half mile west of Fort William on the Canadian Northern Railway.
9437.482	" 21..	Moote Road Crossing, Michigan Central Railway Township of Canboro, County of Haldimand.
9437.483	" 18..	Ready Street in the Town of Fairville, Parish of Lancaster, County of St. John, N. B.
9437.484	" 18..	Ferries Crossings in the Parish of Lancaster, County of St. John, N. B.
9437.485	May 6..	Broadway Crossing in the Village of Wyoming, Ontario, on the Grand Trunk Trunk Railway.
9437.486	Apr. 18..	Station crossing at Grand Bay in the Parish of Westfield County of Kings, N. B.
9437.487	" 18..	Bar Road Crossing 2.16 miles north of St. Andrew Station in the Parish of St. Andrew, County of Charlotte, N. B., on the C. P. Ry.
9437.488	Mar. 8..	Mark Street Crossing, Peterboro, Mileage 23.5, Toronto Section of the C.P.Ry.
9437.489	Apr. 22..	Jacques Cartier Street Crossing, known as Bedford Rd., in the Town of Farnham, County of Missisquoi, C. P. Ry.
9437.490	" 18..	Duschenes in the Town of St. Johns, in the County of St. Johns, Quebec, on the Canadian Pacific Railway.
9437.491	" 18..	Foundry Street Crossing, Town of Woodstock, N. B., on the C. P. Railway, County of Earlton.
9437.492	" 18..	Maple Street Crossing, formerly Curtis' Street Crossing in the Village of Hartland, Parish of Brighton, County of Carleton on the Canadian Pacific Railway.
9437.493	" 20..	Echovale Crossing in the town limit of Megantic, Township of Megantic, County of Compton, Quebec, on the C. P. R.
9437.494	" 22..	Maple Avenue Crossing in the Town of Megantic, County of Compton, Quebec, on the C. P. Railway.
9437.495	" 26..	2nd east of Kingsport Station, N. B., Township of Cornwallis, County Kingsport, Dominion Atlantic Ry.
9437.496	" 26..	2nd Street west of Middleton Station on the Dominion Atlantic Ry., in the County of Annapolis.
9437.497	" 23..	Mill Crossing (known as) 1 mile west of Kamloops, District of Kamloops, B. C., on the C. P. Ry.
9437.498	" 26..	1st Street west of Fort William Station in the Townseip of Cornwallis, County of Kings, on the Dominion Atlantic Railway.
9437.499	" 26..	Town Line Road Crossing two miles west of Weymonth, Township of Clair, County Digby, on the Dominion Atlantic Ry.
9437.500	April 27..	1st highway crossing east of St. Mary's Junction station in the county of Perth, on the G. T. Railway.
9437.501	May 27..	7th Concession County Road, in the Township of Albion, County of Peel, known as the old main road between Toronto and Orangeville, on the Grand Trunk Railway.
9437.502	April 27..	2nd crossing east of Moosejaw, C. P. Ry., section 35, range 16, township 26, west of the 2nd meridian.
9437.503	" 26..	Crossing south of Lang Station, Sask., section 22, township 11, range 18, west of the 2nd meridian on the C. P. R.



2 GEORGE V., A. 1912

THE BOARD OF RAILWAY COMMISSIONERS—*Continued.*List of Highway Crossings inspected year ending March 31st, 1911.—*Continued.*

Reference to Record.	Date.	Location of Crossing.
No.	1910.	
9437.504	" 27..	Carrall Street Crossing in the City of Vancouver, B.C., on the English Bay Branch of the C. P. Ry.
9437.505	" 27..	Grenville Street Crossing in the City of Vancouver, B.C., on the Vancouver and Lulu Island Railway (C.P.R.)
9437.506	" 27..	Powell Street Crossing, Vancouver, B.C., on the C. P. R.
9437.507	May 3..	Crossing immediately west of Hallboro Station, 12 poles west of mileage 27, Rossborn section of the C. N. Ry.
9437.508	" 3..	Crossing 450 feet west of Vermillion Station, being the dividing line between sections 31 and 32, and west boundary of townsite of Vermillion, on the C. N. Ry.
9437.509	" 4..	Whyte Avenue Crossing in the City of Strathcona, Alberta, on the C. P. Ry.
9437.512	April 25..	Latortue Road, mileage 34.5, Parish of St. Constant, County of Laprairie, Quebec, Farnham section of C. P. Ry.
9437.513	" 25..	Alexander Street Crossing, Sherbrooke, Que., on the C. P. R.
9437.514	May 13..	One quarter mile east, MacGregor, Manitoba, section 33, township 10, range 11, W.P.M., on the C. P. Railway.
9437.515	" 12..	Main Street Crossing, Medicine Hat, Alta., on the C. P. R.
9437.516	" 13..	2½ miles west of MacGregor, Manitoba, west boundary of section 31, township 10, range 11, W.P.M., on the C. P. R.
9437.518	" 26..	1¼ miles east of Schaw Station on the C. P. Ry., Township of Puslinch, County of Wellington.
9437.519	" 26..	Crossing at Leslie Station, Township of Puslinch, County of Wellington, on the C. P. Railway.
9437.520	" 26..	1¼ miles east of Leslie Station, Township of Puslinch, County of Wellington, on the C. P. Railway.
9437.521	" 26..	2½ miles east of Leslie Station, Township of Puslinch, County of Wellington, on the C. P. Railway.
9437.522	" 26..	Crossing between Moffatt and Corwhin Stations at the 11th concession line, Township of Puslinch, County of Wellington, on the Guelph and Goderich Branch of the C. P. R.
9437.523	" 23..	Crossing at mileage 33, South St. Louis Station, Parish of St. Louis, County of Temiscouata, Temiscouata Railway.
9437.524	" 27..	Adelaide Street, Mount Brydges, Ontario, G. T. Railway.
9437.525	" 28..	Galt Street Crossing, Lethbridge, on the C. P. R. and A. R. Irrigation Railways.
9437.526	" 31..	Crossing at Merlin Station, Kent County, Pere Marquette Railway.
9437.527	" 31..	Two miles north of Watson, in the County of Lambton, Pere Marquette Railway.
9437.528	" 31..	Just west of Blenheim Station on the Pere Marquette Ry., County of Kent, Province of Ontario.
9437.529	" 31..	1½ miles west of Kingsville, Ontario, Essex County, on the Pere Marquette Railway.
9437.530	May 31..	Crossing at Cedar Springs on the Pere Marquette Railway where it is crossed by the Chatham, Wallaceburg and Lake Erie Railway.
9437.531	" 31..	Graham street crossing, West Lorne, Ont., Michigan Central and Pere Marquette Railways.
9437.532	" 31..	Cut-off Road crossing near Essex county on the Windsor, Essex and Lake Shore Railway.
9437.533	" 31..	6th concession Sandwich highway crossing, Essex county on the Windsor, Essex and Lake Shore Railway.
9437.534	" 31..	2nd concession road crossing, Gosfield South, Essex county, on the Windsor, Essex and Lake Shore Railway.
9437.535	" 31..	River Road crossing, Chatham, Ont., on the Pere Marquette Railway.
9437.536	" 31..	Crossing immediately east of Leamington station, county of Essex, on the Pere Marquette Railway.



SESSIONAL PAPER No. 20c

THE BOARD OF RAILWAY COMMISSIONERS—*Continued.*LIST of Highway Crossings inspected year ending March 31st, 1911.—*Continued.*

Reference to Record No.	Date.	Location of Crossing.
	1910.	
9437.537	" 31..	Malden Road crossing, township of Rochester, 71 miles west of Woodslee station on the Michigan Central Railway.
9437.538	" 30..	Tyler street at Ayer's Cliff in the village of Ayer's Cliff, Que., Boston and Maine Railway.
9437.539	" 28..	Crossing known as Rang Frederick, 1½ miles north of St. Cleophas, in the parish St. Felix, county of Joliette, Que., mileage 21.86, C.P.R.
9437.540	" 30..	Main Road crossing in the town of Sherbrooke, Lennoxville County, lot 213, Que., on the Boston and Maine Railway.
9437.541	" 30..	Crossing at Eton Corners, known as the main road in the parish of Eton, county of Compton, Que., Maine Central Railway.
9437.542	June 9.	Gainsboro Road, township of Pelham, Toronto, Hamilton and Buffalo Railway.
9437.543	" 11..	2nd avenue crossing, Rossland, B.C., on the Red Mountain Railway (Great Northern).
9437.544	" 16..	Government avenue crossing, Weston, B.C., on the G.N.R.
9437.545	" 21..	Welland avenue crossing, Niagara Falls, Michigan Central Railway.
9437.547	July 5..	Park street, Peterboro, on the G.T.R.
9437.549	" 8..	One mile east of Tillsonburg, on the Wabash Railway.
9437.550	" 6..	2½ miles north of Cranbrook, B.C., on the Great Northern.
9437.551	" 15..	1½ miles west of Michel, B.C., on the C.P.R.
9437.552	" 19..	Egerston street crossing, London, Ont., on the G.T.R.
9437.556	" 6..	2½ miles north of Colebrook, municipality of Delta, district of New Westminster, on the Great Northern.
9437.558	Aug. 24.	Argyle street crossing, Renfrew, on the K. & P. R.
9437.559	" 27..	Cataraqui, township of Kingston, county of Frontenac, on the G.T.R.
9437.561	" 30..	Crossing at Mechanicsville, Ottawa, township of Nepean in the county of Carleton, Chalk River section, C.P.R.
9437.562	Sept. 6.	Eton Road at Birchton station, mileage 52.09, county of Compton, Que., C.P.R.
9437.564	" 9..	East of station at Seguin Falls, on the G.T.R.
9437.565	Nov. 16..	Crossing, Cote des Neiges Road, Montreal, on the C.P.R.
9437.567	Sept. 9..	Ontario street, Cobourg, Ont., G.T.R.
9437.568	Sept. 9....	Mileage 283¾ from Newtonville, county of Durham and known as the Lake Shore Road, Grand Trunk Ry.
9437.569	" 9....	John Street Crossing, Port Hope, Grand Trunk Railway.
9437.570	" 15....	1st crossing west of Wales station, county of Stormont on the Grand Trunk Ry.
9437.572	" 9....	1st crossing west of St. Mary's Station between Elgin street in the Town of St. Marys, on the Grand Trunk Ry.
9437.574	Aug. 27...	Bender avenue crossing, Niagara Falls, Ont., on the Michigan Central Ry.
9437.575	Sept. 21...	Princess avenue crossing at Lachute Que., C. P. R.
9437.576	" 22...	4th Street west of Parkhill Station, Ont., G. T. R.
9437.577	" 22...	1st crossing south of St. Jacobs Station, County of Waterloo, Grand Trunk Ry.
9437.578	G 24...	1st crossing north of Longford Station, Township of Rama, mileage 94 from Toronto on the Grand Trunk.
9437.579	" 22...	1st crossing east of station at Mitchell, Ont., on the line of the Grand Trunk Ry.



2 GEORGE V., A. 1912

THE BOARD OF RAILWAY COMMISSIONERS—*Continued.*List of Highway Crossings inspected year ending March 31st, 1911.—*Continued.*

Reference to Record.	Date.	Location of Crossing.
	1910.	
9437.580	" 24. . .	2nd crossing west of Grand Trunk Station at Drumbo, Ontario.
9437.581	Oct. 17. . .	Spadina Road Crossing in the City of Toronto, C. P. R.
9437.582	" 1. . .	Elm Street Crossing on the Loop Line of the C. P. R., in Brockville, Ont.
9437.583	Sept. 30. . .	Wellington Street in the town of Steelton, Ont., on the line of the C. P. R.
9437.584	" 29. . .	Pacific Avenue at Mile End in the City of Montreal on the line of the C. P. R.
9437.585	" 26. . .	King Street on the line of the Thousand Islands Railways in the Town of Gananoque, Ont.
9437.586	Oct. 18. . .	William Street on the line of the C. P. R., Carleton Place.
9437.587	" 8. . .	Third Street south of Rideau River, Ottawa and New York Railway, Township of Gloucester, County of Carlton, 2nd concession Russell Road.
9437.591	" 19. . .	Main Street on the line of the C. P. R., Carleton Place, Ont.
9437.592	" 19. . .	Lake Avenue west end of Carleton Junction Yards, on the C. P. R.
9437.605	Nov, 26. . .	Road leading from the Village of Pakenham to White Lake, 200 yards north of Station on the line of the C. P. R.
9437.607	" 8. . .	Crossing over the C.N.R., at Woodside Foundry, corner Manitou and Wellington Streets, Port Arthur.
9437.610	Jan. 10. . .	Intersection with Cannon Street of the Port Dover Branch of the Northern and North-Western Division of the G. T. R., in the City of Hamilton.
9437.612	Nov. 28. . .	Russell Road at Hurdman's Bridge on the line of the C.P.R., County of Carlton.
9437.616	" 28. . .	McDonald Street in the City of Peterboro, Ont., on the G. T. Railway.
9437.619	" 30. . .	1st highway crossing west of Station at Lyster, P.Q., on the Grand Trunk Ry.
9437.620	Dec. 6. . .	Stone Road Crossing, Galt, Ont., on the C. P. R. R.
9437.621	" 16. . .	Third highway crossing west of Chippawa Creek Bridge near the town of Welland, Ont., on the T. H. and B. Ry.
9437.628	" 16. . .	Ancaster Stone Road between Lots 54 and 55 1st concession, Township of Lancaster, Ont., on the T. H. and B. Ry.
9437.629	" 24. . .	One mile and a half south of Shipyards, Ont., on the line of the Michigan Central.
9437.630	Dec. 19. . .	Town road crossing, Townsend station, Ont., on the line of the Michigan Central Railway.
	1911.	
9437.632	Jan. 21. . .	Diltz road, county of Haldimand, on the line of the Wabash Railway.
	1910.	
9437.633	Dec. 29. . .	McCann's crossing, one mile west of Vankleek Hill station, on the line of the C.P.R.
9437.635	" 28. . .	St. Elizabeth street crossing, Montreal, on the G.T.R.
	1911.	
9437.634	Jan. 24. . .	Tupper street crossing, Portage La Prairie, on the C.P.R.
9437.636	" 17. . .	Margaret street crossing, Paris junction, Ont., on the G.T.R.
9437.638	" 29. . .	2nd crossing west of Shawbridge station, parish of St. Jerome, Quebec, on the line of the C.P.R.
9437.639	" 17. . .	Logan avenue crossing, Toronto, on the G.T.R.



SESSIONAL PAPER No. 20c

## THE BOARD OF RAILWAY COMMISSIONERS.

List of Highway Crossings inspected year ending March 31, 1911.

Reference to Record.	Date.	Location of Crossing.
No.	1910.	
9437.640	Feb. 2..	Highway crossing between sections 21 and 22, township 44, range 6, w. 4m near Greenshields, Alta., on the line of the Grand Trunk Pacific Railway.
9437.641	" 15..	Daniel street crossing, in the town of Arnprior, Ontario, on the line of the G.T.R.
9437.642	" 4..	Verona crossing, near mileage 79, on the line of the K. and P. R., lot 10, township of Portland, county of Frontenac.
	1910.	
9437.643	Nov. 26..	Highway crossing at Lloydminster, Alta., on the line of the Canadian Northern Railway.
	1911.	
9437.645	Feb. 13.	Crossing at lot 34, concession 13, township of Bruce, Ontario, about 1½ miles north of Paisley, on the G.T.R.
9437.646	Jan. 20..	Versailles street, Montreal, on the G.T.R.
9437.647	Feb. 23..	St. Remi street crossing, Montreal, on the G.T.R.
9437.648	Mar. 29..	Just north of Gardenhill, known as the Gravel road crossing between Millbrook and Port Hope, on the line of the G.T.R.
9437.651	" 8..	Crossing passing over main line and passing track on the line of the C.P.R., Earl Grey, Sask.
	1910.	
9437.652	Dec. 16..	Crossing east of station at Hastings, Ontario, on the line of the G.T.R.
	1911.	
9437.653	Mar. 4..	Crossing 150 feet north of Togona station, on the line of the Algoma Central and Hudson Bay Railway.
9437.655	" 16..	Talbot road crossing, near Canfield street, on the line of the G.T.R.
9437.659	" 17..	Highway crossing mileage 79.2, Papineauville, Cote De Front, parish of St. Angelique, Quebec, on the line of the C.P.R.
9437.660	" 21..	250 feet west of Graham Bay station, township of Nepean, county of Carleton, on the line of the G.T.R.
	1910.	
9437.480	April 18..	Norman street crossing, mileage 2, Kenora section of the C.P.R.
9437.554	Aug. 2..	King's road crossing, three miles east of Peterboro station, on the G.T.R.



THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

LIST OF STATIONS INSPECTED FOR YEAR ENDING MARCH 31st, 1911.

Grand Trunk. . . . .	612
Canadian Pacific. . . . .	1,316
Canadian Northern.. . . .	375
Miscellaneous.. . . .	436
Total.. . . .	2,739

THE BOARD OF RAILWAY COMMISSIONERS.

LIST OF FREIGHT AND PASSENGER CARS, ALSO LOCOMOTIVES INSPECTED YEAR ENDING MARCH 31st, 1911.

	Inspected.	Defective.
Freight, (Box, Gondola, and others).. . . . .	72,177	7,512
Locomotives.. . . .	1,591	153
Passenger . . . . .	937	

The principal defects in the freight cars for the year have been:

- Uncoupling Levers Disconnected,
- Air Hose Missing,
- Air Brake Cut Off,
- Bent and Loose Crab Irons.

The principal defects in locomotives:

- Operating Levers Disconnected, and other defects, such as Ash Pans, Dampers, and Nettings.

Passengers car inspection mostly made along lines as to their sanitary condition. In addition to the above our Inspectors while inspecting equipment have also inspected frogs, guard rails, etc., in terminal yards on the various railways under the jurisdiction of the Board.



SESSIONAL PAPER No. 20c

## APPENDIX G

PERMANENT Staff of the Board of Railway Commissioners for Canada for the year  
ending 31st March, 1911.

## TRAFFIC DEPARTMENT.

Name.	Occupation.	Appointment.	Amount.
			\$ cts.
James Hardwell.....	Traffic expert.....	June 22, 1904.	4,300 00
G. A. Brown.....	Chief clerk.....	Oct. 3, 1904.	2,000 00
C. E. McManus.....	Clerk.....	Sept. 1, 1904.	1,200 00
C. C. Routhier.....	".....	Aug. 14, 1906.	1,100 00
H. W. Messinger.....	".....	July 8, 1904.	1,000 00
J. S. Allen.....	".....	May 6, 1907.	1,000 00
G. T. Riddell.....	".....	" 1, 1905.	1,000 00
F. Lalonde.....	".....	" 6, 1907.	1,000 00
J. R. Usher.....	".....	" 6, 1907.	850 00
W. G. R. Wainwright.....	".....	Apr. 27, 1909.	850 00
C. Chapman.....	".....	" 11, 1907.	800 00

## ENGINEERING DEPARTMENT.

G. A. Mountain.....	Engineer.....	June 30, 1904.	4,800 00
T. L. Simmons.....	Assistant engineer.....	Oct. 3, 1904.	2,600 00
H. A. K. Drury.....	".....	June 25, 1906.	*2,900 00
A. A. Belanger.....	".....	" 6, 1910.	2,500 00
John Murphy.....	Electrical.....	May 15, 1906.	1,600 00
J. R. Foulds.....	Clerk.....	Oct. 14, 1906.	900 00
N. McDonald, Miss.....	Stenographer.....	June 17, 1910.	†750 00

## RECORD DEPARTMENT.

‡E. W. McNeill.....	Record officer.....	Feb. 8, 1909.	1,500 00
J. W. Thomson.....	Clerk.....	Sept. 1, 1904.	1,200 00
C. S. Huband.....	" (acting record officer).....	May 1, 1905.	1,100 00
W. A. Jamieson.....	".....	Aug. 14, 1906.	900 00
J. E. Martin.....	".....	May 6, 1907.	850 00
T. G. Britton.....	".....	" 6, 1907.	850 00
D. I. Langelier.....	".....	July 20, 1904.	850 00
F. R. Demers.....	Statistical clerk.....	Aug. 14, 1905.	800 00
D. H. Chambers.....	Clerk.....	July 1, 1910.	800 00

## SECRETARY'S DEPARTMENT.

E. A. Primeau.....	Assistant secretary.....	May 7, 1904.	2,500 00
A. E. Ecclestone.....	Chief clerk.....	Aug. 14, 1906.	1,300 00
A. Lapointe.....	" and accountant.....	May 6, 1907.	900 00
J. B. Arbick.....	Clerk.....	Dec. 23, 1904.	800 00
A. Larocque.....	" and stenographer.....	" 31, 1908.	800 00
T. H. Casey.....	".....	Aug. 10, 1909.	700 00
R. J. White.....	".....	June 29, 1910.	700 00
E. A. H. Barber, Miss.....	Stenographer.....	May 8, 1907.	700 00
§E. J. C. Margraf.....	Clerk.....	Sept. 1, 1910.	800 00

‡ Resigned May 1, 1910.

§ Resigned Feb. 1, 1911.

\* Including \$300 living allowance.

† Including \$150 living allowance.



OPERATING DEPARTMENT.

Name.	Occupation.	Appointment.	Amount.
			\$ cts.
A. J. Nixon.....	Chief operating officer.....	Oct. 1, 1909.	3,600 00
E. C. Lalonde.....	Inspector.....	July 20, 1904.	2,200 00
Jas. Ogilvie.....	".....	May 4, 1907.	2,200 00
M. J. McCaul.....	".....	" 6, 1907.	†2,100 00
W. S. Blyth.....	".....	" 6, 1907.	*2,100 00
A. F. Dillinger.....	Asst. chief operating officer..	April 6, 1907.	†2,300 00
Jas. Clarke.....	Inspector.....	May 6, 1907.	1,800 00
J. H. Shinnick.....	".....	Dec. 31, 1909.	1,200 00
H. H. Ward ..	Clerk.....	Feb. 11, 1911.	1,000 00
N. F. O'Connor.....	" and stenographer.....	Dec. 22, 1909.	700 00
G. M. O'Connor, Miss.....	Stenographer.....	" 31, 1908.	650 00

LAW DEPARTMENT.

A. G. Blair.....	Law clerk.....	July 20, 1904.	2,600 00
R. Larose, Miss ..	Stenograper and librarian ..	May 1, 1905.	800 00

PRIVATE SECRETARY TO CHIEF COMMISSIONER.

R. Richardson.....		May 1, 1905.	2,000 00
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STENOGRAPHERS.

L. J. Lewis, Miss ..		May 7, 1904.	800 00
N. Casey, Miss.....		Dec. 31, 1908	750 00
M. Hache, Miss.....		" 31, 1907.	650 00
M. G. Ross, Miss.....		Sept. 11, 1909.	650 00
E. M. Cameron, Miss.....		July 20, 1904.	750 00

MESSENGERS.

T. Chandler ..	Chief messenger and court usher.....	May 15, 1904.	800 00
T. D. Latour ..	Messenger.....	Dec. 21, 1907.	650 00
E. S. Barbeau ..	".....	Sept. 11, 1909.	600 00

CAR 'ACADIA.'

Wm. Pile.....	Cook.....	Aug. 1, 1910.	900 00
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† Including \$300 living allowance.      \* Including \$300 living allowance.      † Including \$300 living allowance.



SESSIONAL PAPER No. 20c

## APPENDIX "H"

## MEETING AT OTTAWA.

Monday, the 1st day of May, A.D., 1911.

The Board, in virtue of the provisions of the Railway Act, hereby makes the following Rules and Regulations:—

*Public Sessions.*

1. For the hearing of matters, applications or complaints other than those relating to rates and traffic matters, a sittings will be held at the offices of the Board at Ottawa, Ontario, at 10 a.m., on the first Tuesday in every month, and for hearing all matters, applications and complaints relating to rates and traffic matters, a sitting will be held at the place and hour aforesaid on the third Tuesday in every month.

(a) In addition to its regular sittings, the Board may appoint special sittings at Ottawa and elsewhere.

*Interpretation.*

2. In the construction of these rules, and the forms herein referred to words importing the singular number shall include the plural, and words importing the plural number shall include the singular number; and the following terms shall (if not inconsistent with the context or subject) have the respective meanings hereinafter assigned to them; that is to say, "Application" shall include complaint under this Act; "Respondent" shall mean the person or company who is called upon to answer to any application or complaint; "Affidavit" shall include affirmation; and "Costs" shall include fees, counsel fees, and expenses.

*Application or Complaint.*

3. Every proceeding before the Board under this Act shall be commenced by an application made to it, which shall be in writing and signed by the applicant or his solicitor; or in the case of a corporate body or company being the applicants shall be signed by their manager, secretary or solicitor. It shall contain a clear and concise statement of the facts, the grounds of application, the section of the Act under which the same is made, and the nature of the order applied for, or the relief or remedy to which the applicant claims to be entitled. It shall be divided into paragraphs, each of which, as nearly as possible, shall be confined to a distinct portion of the subject, and every paragraph shall be numbered consecutively. It shall be endorsed with the name and address of the applicant, or if there be a solicitor acting for him in the matter, with the name and address of such solicitor. The application shall be according to the forms in schedule No. 1.

The application, so written and signed as aforesaid shall be left with or mailed to the Secretary of the Board, together with a copy of any document, or copies, of any maps, plans, profiles, and books of references, as required under the provisions of the Act, (a) referred to therein, or which may be useful in explaining or supporting the same. The secretary shall number such applications according to the order in which they are received by him, and make a list thereof. From the said list there shall be made up a docket of cases for hearing which, as well as their



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order of entry on the docket, shall be settled by the Board. Said docket list when completed to be put upon a notice board provided for that purpose, which shall be open for inspection at the office of the Secretary during office hours.

*Answer.*

4. Unless the Board otherwise directs the respondent or respondents shall mail or deliver to the applicant, or his solicitor, a written statement containing in a clear and concise form their answer to the application, and shall also leave or mail a copy thereof with or to the Secretary of the Board at its office, together with any documents that may be useful in explaining or supporting it. The answer may admit the whole or any part of the facts in the application. It shall be divided into paragraphs, which shall be numbered consecutively, and it shall be signed by the person making the same, or his solicitor. It shall be endorsed with the name and address of the respondents, or if there be a solicitor acting for them in the matter, with the name and address of such solicitor. It shall be according to the form in schedule No. 2.

(a) The time limit for filing and delivery of answer shall be as follows: Where the subject matter of the complaint arises east of Port Arthur, Ont., fifteen days; between Port Arthur and the Western boundary of the Province of Saskatchewan, twenty days; and West thereof, thirty days.

*Reply.*

5. Within four days from the delivery of the answer to the application, the applicant shall mail or deliver a reply thereto to the respondents, and a copy thereof to the Secretary of the Board, and may object to the said answer as being insufficient, stating the grounds of such objection, or deny the facts stated therein, or may admit the whole or any part of said facts. The reply shall be signed by the applicant or his solicitor, and may be according to form No. 3 in the said schedule.

The Board may, at any time, require the whole or any part of the application, answer or reply, to be verified by affidavit, upon giving a notice to that effect to the party from whom the affidavit is required; and if such notice be not complied with the application, answer or reply may be set aside, or such part of it as is not verified according to the notice may be struck out.

*Suspension of Proceedings.*

6. The Board may require further information, or particulars, or documents from the parties, and may suspend all formal proceedings until satisfied in this respect.

If the Board, at any stage of the proceedings, think fit to direct inquiries to be made under any of the provisions of this Act, it shall give notice thereof to the parties interested, and may stay proceedings or any part of the proceedings thereon accordingly.

*Notice.*

7. In all proceedings under this Act, where notice is required, a copy or copies of said proceeding, or proceedings, for the purpose of service, shall be endorsed with notice to the parties in the forms of endorsement set forth in schedules Nos. 1 and 2; and in default of appearance the Board may hear and determine the application *ex parte*.

Endorsements shall be signed in accordance with the provisions of Section 41.

The Board may enlarge or abridge the periods for putting in the answer or reply, and for hearing the application, and in that case the period shall be endorsed in the notice accordingly.



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Except in any case where it is otherwise provided, ten days' notice of any application to the Board, or of any hearing by the Board, shall be sufficient; unless, in any case, the Board directs longer notice. The Board may, in any case, allow notice for any period less than ten days, which shall be sufficient notice as if given for ten days or longer. (Section 43).

Notice may be given or served as provided by Section 41 of the Act.

When the Board is authorized to hear an application or make an order, upon notice to the parties interested, it may, upon the ground of urgency, or for other reason appearing to the Board to be sufficient notwithstanding any want of or insufficiency in such notice, make the like order or decision in the matter as if due notice had been given to all parties, and such order or decision shall be as valid and take effect in all respects as if made on due notice; but any person entitled to notice, and not sufficiently notified may, at any time within ten days after becoming aware of such order or decision, or within such further time as the Board may allow, apply to the Board to vary, amend, or rescind such order or decision; and the Board shall thereupon, on such notice to all parties interested as it may in its discretion think desirable, hear such application, and either amend, alter, or rescind such order or decision, or dismiss the application, as may seem to it just and right. (Section 45.)

(a) Any party to any matter, application, or complaint pending before the Board may set the same down for hearing at the next monthly sitting of the Board, upon giving at least ten days, or such shorter notice as the Board may order, to all parties interested.

(b) When contested matters, applications, or complaints are ready for hearing, and are not at once set down by any party interested, the Secretary shall set the same down for the first sittings commencing after the expiration of ten days (or such shorter notice as the Board may order) from the date of such setting down.

(c) When a matter, application, or complaint is set down for hearing by the Secretary, he shall give ten days' notice of hearing (or such shorter time as the Board may order) to all parties interested.

*Consent Cases.*

8. In all cases the parties may, by consent in writing, with the approval of the Board, dispense with the form of proceedings herein mentioned, or some portion thereof.

*Power to Direct and Settle Issues.*

9. If it appears to the Board at any time that the statements in the application, or answer, or reply, do not sufficiently raise or disclose the issues of fact in dispute between the parties, it may direct them to prepare issues, and such issues shall, if the parties differ, be settled by the Board.

*Preliminary Questions of Law.*

10. If it appear to the Board at any time that there is a question of law which it would be convenient to have decided before further proceeding with the case, it may direct such question to be raised for its information, either by special case or in such other manner as it may deem expedient, and the Board may, pending such decision, order the whole or any portion of the proceeding before the Board in such matter, to be stayed.



*Preliminary Meeting.*

11. If it appear to the Board at any time before the hearing of the application that it would be advantageous to hold a preliminary meeting for the purpose of fixing or altering the place of hearing, determining the mode of conducting the inquiry, the admitting of certain facts or the proof of them by affidavit, or for any other purpose, the Board may hold such meeting upon such notice to the parties as it deems sufficient, and may thereupon make such orders as it may deem expedient.

*Preliminary Examination with the Parties.*

12. The Board may, if it thinks fit, instead of holding the preliminary meeting, provided for in Rule 11, communicate with the parties direct, and may require answers to such inquiries as it may consider necessary.

*Production and Inspection of Documents.*

13. Either party shall be entitled, at any time, before or at hearing of the case, to give notice in writing to the other party in whose application, or answer, or reply reference was made to any document, to produce it for the inspection of the party giving such notice, or his solicitor, and to permit him to take copies thereof; and any party not complying with such notice shall not afterwards be at liberty to put in such documents in evidence on his behalf in said proceedings, unless he satisfy the Board that he had sufficient cause for not complying with such notice.

*Notice to Produce.*

14. Either party may give to the other a notice in writing to produce such documents as relate to any matter in difference (specifying the said documents), and which are in the possession or control of such either party; and if such notice be not complied with, secondary evidence of the contents of the said documents may be given by or on behalf of the party who gave such notice.

15. Either party may give to the other party a notice in writing to admit any documents, saving all just exceptions, and in case of neglect to admit, after such notice, the cost of proving such documents shall be paid by the party so neglecting or refusing, whatever the result of the application may be; unless, on the hearing, the Board certifies that the refusal to admit was reasonable; and no costs of proving any document shall be allowed, unless such notice be given, except where the omission to give the notice is, in the opinion of the Board, a saving of expense.

*Witnesses.*

16. The attendance and examination of witnesses, the production and inspection of documents, shall be enforced in the same manner as is now enforced in a Superior Court of Law; and the proceedings for that purpose shall be in the same form, *mutatis mutandis*, and they shall be sealed by the Secretary of the Board with the seal and may be served in any part of Canada. (Section 26.)

Witnesses shall be entitled, in the discretion of the Board, to be paid the fees and allowances prescribed by schedule No. 4, annexed hereto.

*The Hearing.*

17. The witnesses at the hearing shall be examined *viva voce*; but the Board may, at any time, for sufficient reason, order that any particular facts may be proved by affidavit, or that the affidavit of any witnesses may be read at the hearing on such conditions as it may think reasonable; or that any witnesses whose attendance ought, for some sufficient reason, to be dispensed with, be examined before a



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Commissioner appointed by it for that purpose, who shall have authority to administer oaths, and before whom all parties shall attend. The evidence taken before such Commissioner shall be confined to the subject-matter in question, and any objection to the admission of such evidence shall be noted by the Commissioner and dealt with by the Board at the hearing. Such notice of the time and place of examination as is prescribed in the order shall be given to the adverse party. All examinations taken in pursuance of any of the provisions of this Act, or of these rules, shall be returned to the Court; and the depositions certified under the hands of the person or persons taking the same way, without further proof, be used in evidence, saving all just exceptions. The Board may require further evidence to be given either *viva voce* or by deposition, taken before a Commissioner or other person appointed by it for that purpose.

The Board may, in any case when deemed advisable, require written briefs to be submitted by the parties.

The hearing of the case, when once commenced, shall proceed, so far as in the judgment of the Board may be practicable, from day to day.

*Judgment of the Board.*

18. After hearing the case the Board may dismiss the application, or make an order thereon in favour of the respondents, or reserve its decision, or (subject to the right of appeal in the Act mentioned) make such other order on the application as may be warranted by the evidence and may seem to it just.

The Board may give verbally or in writing the reasons for its decisions. A copy of the order made thereon shall be mailed or delivered to the respective parties. It shall not be necessary to hold a court merely for the purpose of giving decisions.

Any decision or order made by the Board under this Act may be made an order of the Exchequer Court, or a rule, order, or decree of any Superior Court of any Province of Canada, and shall be enforced in like manner as any rule, order, or decree of such court. To make such decision or order a rule, order, or decree of such court, the usual practice and procedure of the court in such matters may be followed, or in lieu thereof the form prescribed in subsection 2, section 46, of the Act.

The Board shall with respect to all matters necessary or proper for the due exercise of its jurisdiction under this Act, or otherwise for carrying this Act into effect, have all such powers, rights and privileges as are vested in a Superior Court. (Section 26.)

*Alteration or Rescinding of Orders.*

19. Any application to the Board to review, rescind, or vary any decision or order made by it shall be made within thirty days after the said decision or order shall have been communicated to the parties, unless the Board think fit to enlarge the time for making such application, or otherwise orders.

*Appeal.*

20. If either party desire to appeal to the Supreme Court of Canada from the decision or order of the Board upon any question which, in the opinion of the Board, is a question of law, he shall give notice (c) thereof to the other party and to the Secretary, within fourteen days from the time when the decision or order appealed from was made, unless the Board allows further time, and shall in such notice state the grounds of the appeal. The granting of such leave shall be in the discretion of the Board.

For procedure upon such leave being obtained see section 56, subsection 4 et seq. of the Act.



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An appeal shall lie from the Board to the Supreme Court of Canada, upon a question of jurisdiction; but such appeal shall not lie unless the same is allowed by a judge of the said Court upon application and hearing the parties and the Board.

The costs of such application shall be in the discretion of the judge.

#### *Interim Ex Parte Orders*

21. Whenever the special circumstances of any case seem to so require, the Board may make an Interim ex parte Order requiring or forbidding anything to be done which the Board would be empowered upon application, notice and hearing to authorize, require or forbid. No such Interim Order shall, however, be made for a longer time than the Board may deem necessary to enable the matter to be heard and determined. (Section 49.)

#### *Affidavits.*

22. Affidavits of service according to the form No. 6 shall forthwith, after service, be filed with the Board in respect of all documents or notices required to be served under these rules; except when notice is given or served by the Secretary of the Board, in which case no affidavit of service shall be necessary.

All persons authorized to administer oaths to be used in any of the Superior Courts of any Province, may take affidavits to be used on any application to the Board.

Affidavits used before the Board, or in any proceeding under this Act, shall be filed with the Secretary of the Board at its office.

Where affidavits are made as to belief, the grounds upon which the same are based must be set forth.

(c) For form of notice see Form No. 5 in the Schedule hereto.

#### *Computation of Time.*

23. In all cases in which any particular number of days, not expressed to be clear days, is prescribed by this Act, or by these rules, the same shall be reckoned exclusively of the first day and inclusively of the last day, unless the last day shall happen to fall on a Sunday, Christmas Day, or Good Friday, or a day appointed for a public fast or thanksgiving in the Dominion or any of the provinces, in which case the time shall be reckoned exclusively of that day also.

#### *Adjournment.*

24. The Board may, from time to time, adjourn any proceedings before it.

#### *Amendment.*

25. The Board may at any time allow any of the proceedings to be amended, or may order to be amended or struck out any matters which, in the opinion of the Board, may tend to prejudice, embarrass, or delay a fair hearing of the case upon its merits, and all such amendments shall be made as may, in the opinion of the Board, be necessary for the purpose of hearing and determining the real question in issue between the parties.

#### *Formal Objections.*

26. No proceedings under this Act shall be defeated or affected by any technical objections or any objections based upon defects in form merely.



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*Practice of Exchequer Court when Applicable.*

27. In any case not expressly provided for by this Act, or these rules, the general principles of practice in the Exchequer Court may be adopted and applied, at the discretion of the Board, to proceedings before it.

*Costs.*

28. The costs of and incidental to any proceedings before the Board shall be in the discretion of the Board, and may be fixed in any case at a sum certain, or may be taxed. The Board may order by whom and to whom the same are to be paid, and by whom the same are to be taxed and allowed.

## SCHEDULE No. 1.

## (Forms of Application.)

The Board of Railway Commissioners for Canada. Application No. (This No. is to be filled in by the Secretary on receipt.)

A. B. of C. D. hereby applies to the Board for an order under sections 252-253 of The Railway Act, directing the Railway Company to provide and construct a suitable farm crossing where the Company's railway intersects this farm in Lot Con. Tp. County of Ontario, and states:—

1. That he is the owner of the land, &c.
2. That by reason of the construction of the said railway he is deprived, &c.
3. That it is necessary for the proper enjoyment of his said land, &c.

Dated this                      day of                      , A.D. 19 .

(Signed A.B.)

## Endorsements.

The within application is made by A. B. of (state address and occupation) or by C. D., of , his solicitor.

Take notice that the within named Railway Company is required to file with the Board of Railway Commissioners within days from the service hereof, its answer to the within application.

See subsection "a" of section 4 on page 4 as to length of notice.

## Form of Application.

## (Where no Notice Required.)

The Board of Railway Commissioner for Canada. Application No.

The Railway Company hereby applies to the Board for an Order under section 167 of The Railway Act, sanctioning the plans, profiles and books of references submitted in triplicate herewith, showing a proposed deviation of its line of railway as already constructed between and , mileage to .

Dated this                      day of                      , A.D. 19 .

(Signed A. B.)



SCHEDULE No. 2.

(Form of Answer.)

The Board of Railway Commissioners for Canada.

In the matter of the Application, No. \_\_\_\_\_ of A.B. for an order  
under sections 252-253 of the Railway Act, directing \_\_\_\_\_ Railway  
Company to provide a farm crossing.

The said Company in answer to the said application states:—

1. That the said A. B. is not the owner, but merely, &c.
  2. That upon the acquisition of the right of way of the said Railway, A. B.  
was duly paid for and released, &c.
  3. That the said A. B. has other safe and convenient means, &c.
  4. That, &c.
- Dated, &c.

Endorsements.

The within answer is made by A. B. of \_\_\_\_\_ (state address and  
occupation) or by C. D. of \_\_\_\_\_, his solicitor.

Take notice that the within named Applicant is required to file with the Board  
of Railway Commissioners within four days from the service hereof, his reply to the  
within answer.

SCHEDULE No. 3.

(Reply.)

The Board of Railway Commissioners for Canada.

In the matter of the application of A. B. against the Company.

The said A. B., in reply to the answer of the said Company states that:—

- 1.
2. And the said A. B. admits that.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_.  
(Signed Q.)

SCHEDULE No. 4.

(Fees and Allowances to Witnesses.)

The Board of Railway Commissioners for Canada.

To witnesses residing within three miles of the Court-room, per diem (not including ferry and meals) . . . . .	\$1 00
Barristers, attorneys and physicians, when called upon to give evidence in consequence of any professional ser- vices rendered by them, or to give professional opinion, per diem . . . . .	5 00
Engineers, surveyors and architects, when called upon to give evidence of any professional services rendered by them, and to give evidence depending upon their skill and judgment, per diem . . . . .	5 00

If the witnesses attend in one case only, they will be entitled to the full allow-  
ance. If they attend in more than one case, they will be entitled to a proportionate  
part in each case only.



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When witnesses travel over three miles they shall be allowed expenses according to the sum reasonably and actually paid, which in no case shall exceed twenty cents per mile one way.

#### SCHEDULE No. 5.

(Notice of Appeal.)

The Board of Railway Commissioner for Canada.

In the matter of the application No. \_\_\_\_\_, of A. B., for an Order under sections 252-253 of the Railway Act, authorizing the \_\_\_\_\_ Railway, &c., &c.  
To the Board of Railway Commissioners,

and

To

The above named Applicant (or respondent, as the case may be).

Take notice that the \_\_\_\_\_ Company will apply to the Board on the \_\_\_\_\_ day of \_\_\_\_\_, (not exceeding 14 days from the date

thereof), for leave to appeal to the Supreme Court of Canada from the Order of the Board, dated the \_\_\_\_\_ day of \_\_\_\_\_, in the matter of the above application authorizing the expropriation of certain lands referred to in said Order, and directing that compensation or damages to be awarded to the owners of said lands, or persons interested therein, shall be ascertained as and from the date of the application (or such other time as may be named in this Order).

The grounds of appeal are that as a matter of law, the awarding of such compensation or damages should be ascertained and determined from the date of the deposit of plan, profile, &c., as provided under section 192 of the Act, and not from the time stated in the order.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signed,

Solicitor, &c.

#### SCHEDULE No. 6.

(Form of Affidavit of Service.)

The Board of Railway Commissioner for Canada.

In the matter of the application No. \_\_\_\_\_, of A. B., for an Order under sections 252-253 of the Railway Act, directing \_\_\_\_\_ Railway Company to provide a farm crossing.

I, \_\_\_\_\_, of the City of Ottawa, &c., make oath and say:—

1. That I am a member, &c.

2. That I did on \_\_\_\_\_ 19, \_\_\_\_\_, serve the (C. P.) Railway Company above named, with a true copy of the (application) of the said (A. B.) in this matter by delivering the same to (C. D.), the (Secretary) of the said Company, (or to E. F., the Ass't to the General Manager), of the Company, being an adult person in the employ of the Company, at the head office of the Company in (Montreal) see section 41 (a), which said copy was endorsed with the following notice, viz.:—



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(Copy exactly.)

Sworn, &amp;c.

Requirements on Application having reference to Plans.

No. 1.—General location of Railway—Section 157. Send to Secretary of the Department of Railways and Canals 3 copies of map showing the general location of the proposed line of railway, the termini and the principal towns and places through which the railway is to pass, giving the names thereof, the railways, navigable streams and tidewater, if any, to be crossed by the railway, and such as may be within a radius of thirty miles of the proposed railway, and generally the physical features of the country through which the railway is to be constructed.

1st copy to be examined and approved by the Minister and filed in the Department of Railways and Canals.

2nd copy to be approved by Minister for filing by the Minister with the Board.

3rd copy to be approved by Minister for the Company.

Scale of Map—not less than 6 miles to the inch.

No. 2.—Plan, Profile, &c., of Located Line,—Section 159. Upon approved general location map being filed by the Minister with the Board, send to the Secretary of the Board three sets of plans, prepared exactly in accordance with the 'general notes' as follows:—

1st set—	{	1 plan. 1 profile. 1 book of reference.	{	For sanction and deposit with the Board.
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2nd set—Same as 1st. To be certified as copy of original and returned to the Company for registration.

3rd set—Same as 1st. To be certified as copy of original and returned to Company.  
Scale—Plans—400 feet to the inch.

Profiles. { Horizontal, 400 feet.  
              { Vertical, 20 feet.

(N.B.—In prairie country, scale may be 1,000 feet to the inch).

Location plans will not be approved under this section until application has been made for approval of all crossings of highways and railways affected thereby.

No. 3.—To Alter Location of Curves or Grades of Line Previously Sanctioned or Completed.—Section 167.

Send to the Secretary of the Board three sets of plans, profiles, and books of reference as required in No. 2.

(N.B.—The plans and profiles so submitted will be required to show the original location, grades and curves as far as possible and railway, highway, and farm crossings, and the changes desired or necessitated in any of these, giving reason for same. Upon completion of the work application must be made to the Board for leave to operate.

Scale—Same as No. 2.

Location plans will not be approved under this section until application has been made for approval of all crossings of highways and railways affected thereby.



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## No. 4.—Plans of Completed Railway,—Section 164.

Send to the Secretary of the Board within six months after completion three sets of plans and profiles of the completed road.

1st set to be filed with the Board.

2nd set to be certified as copy of plan filed, and returned to the Company.

3rd set to be certified as copy of plan filed. To be returned to the Company for registration purposes.

Scale—Same as No. 2.

General Notes, see pages 21 and 22.

## No. 5.—To Take Additional Lands for Stations, Snow Protection, &amp;c.—Section 178.

Send to the Secretary of the Board three sets of plans and documents as follows:—

1st set—	{ 1 application sworn to by officers required to sign and certify plans. See 'General Notes.' 1 plan, 1 profile. 1 book of reference.	{ To be examined and certi- fied and deposited with Board.
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2nd set—Same as 1st.	{ For certificate and return for registra- tion, with duplicate authority.
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3rd set—Same as 1st.	{ For certificate and return to Company, with copy of authority.
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Scale—Same as No. 2.

N.B.—Ten days' notice of application must be given by the applicant Company to the owner or possessor of the property, and copies of such notice with affidavits of service thereof must be furnished to the Board on the application.

## No. 6.—Branch Lines, not exceeding six miles—Sections 221-225.

Plans &c. shall be prepared the same as in No. 2; and one set shall be deposited in the Registry Office. Upon such deposit the company shall give four weeks public notice of its intention to apply to the Board, in some newspaper published in the county or district through which the branch line is to pass; or, if there should be no newspaper published in such county or district, for the same period in the Canada Gazette.

Then send to the Secretary of the Board an application, accompanied by proof of public notice, and three copies of the plan, profile and book of reference, one set bearing the certificate of the Registrar that it is a true copy of the plan, profile and book of reference deposited in the Registry Office.

If such a branch crosses a highway or railway, the consent of, or proof of service on, the party affected must be furnished with the application. If the branch runs along a street or highway, notice of application must be served on all property owners affected.

When the Company files consent of all property owners affected by the construction of the branch, publication of notice may be dispensed with.

After the Board has approved the plan, &c., a certified copy of the Order authorizing the construction of the branch line shall be filed in the Registry Office, together with any papers and plans showing changes directed by the Board.



No. 7.—Railway Crossings or Junctions.—Section 227.

Send to the Secretary of the Board with an application three sets of plan and profile of both roads on either side of the proposed crossing for a distance of one mile in each direction.

Scale—Plan—400 feet to the inch.

Profile. { 400 feet to inch horizontal.  
              { 20 feet to inch vertical.

- 1st set for approval by and filing with the Board.
- 2nd and 3rd sets to be certified and furnished to the respective companies concerned, with certified copy of order.

The applicant Company must give notice of application to the company whose lines are to be crossed or joined, and shall serve with such notice a copy of all plans and profiles and a copy of the application. Upon completion of work application must be made to the Board for leave to operate. See subsection “a” of section 4 on page 4, as to length of notice.

No. 8.—Highway Crossings.—Sections 235 and 243.

STANDING REGULATIONS OF THE BOARD AFFECTING HIGHWAY CROSSINGS, AS AMENDED MAY 4th, 1910.

Unless otherwise ordered by the Board, the Regulations regarding the future construction of highway crossings are and shall be as follows:—

1. With each application, the railway company shall send to the Secretary of the Board three sets of plans and profiles of the crossing or crossings in question:

Scale:			
Plan.. . . . .		400 ft. to an inch.	
Profile of railway	{ Horizontal.. . . . .	400	”
	{ Vertical.. . . . .	20	”
Profile of highway	{ Horizontal.. . . . .	100	”
	{ Vertical.. . . . .	20	”

- 1st set, for approval by and filing with the Board.
- 2nd and 3rd sets, to be furnished to the respective parties concerned, with a certified copy of the Order approving of the same.
- 2. The plan and profile shall show at least one-half mile of the railway each way and 300 feet of the highway on each side of the crossing.
- 3. The plan shall show all obsrtuactions to the view from any point on the highway within 100 feet of the crossing to any point on the railway within one-half mile of the said crossing.
- 4. The Company shall give the Municipality in which the proposed crossing lies, 10 days notice of the application and copies of the plan, and furnish the Board with proof of service.
- 5. The road surface of level or elevated approaches, and of cuts made for approaches, to rural railway crossings over highways shall be 20 feet wide.



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(a) A strong, substantial fence, or railing, four feet six inches high, with a good post-cap (four inches by four inches), a middle piece of timber (one and one-half inches by six inches), and a ten-inch board firmly nailed to the bottom of the posts to prevent snow from blowing off the elevated roadway, shall be constructed on each side of every approach to a rural railway-crossing over a highway where the height is five feet or more above the level of the adjacent ground,—leaving always a clear road-surface of 20 feet in width.

6. Unless otherwise ordered by the Board, the planking, or paving blocks, or broken stone topped with crushed-rock screenings, on rural railway-crossings over highways (between the rails and for a width of at least eight inches on the outer sides thereof) shall be 16 feet wide.

7. In cities, towns, and villages, the width of all kinds of approaches to a railway-crossing over a highway (street or avenue), and of the planking between the rails and on the outer sides thereof, must be regulated by the position of the street and the traffic or the anticipated traffic thereon, but shall not be less than 20 feet wide.

8. Cuts and Fillings on Highway Crossings.—Wherever a cut on the line of railway exceeds 9 feet or a filling thereon exceeds 7 feet at a highway or street crossing, the railway company, before proceeding with the work of construction, shall refer the matter to the Board, with a full statement of the facts and circumstances, that the Board may decide as to the advisability of ordering a separation of grades at the said crossing.

9. In special cases, it may, upon application, be ordered that any existing highway crossing be constructed so as to conform to the foregoing standards and requirements.

No. 9.—Farm Crossings.—Section 254.

1. Gates.—Farm-crossing gates shall be of such a width as to give a clear space between the posts of not less than—

(a) Sixteen feet in the Provinces of Manitoba, Saskatchewan, Alberta, and British Columbia.

(b) FIFTEEN FEET in the Province of Ontario.

(c) FOURTEEN FEET in Quebec and the Maritime Provinces.

2. Planking and Approaches to Crossing.—The planking or other approved filling between the steel rails, and for a width of at least eight inches on the outer sides thereof, and the roadways between the gates and the track or tracks, shall each furnish a *road surface* of not less than—

(a) FOURTEEN FEET wide in the Provinces of Manitoba, Saskatchewan, Alberta and British Columbia.

(b) TWELVE FEET wide in the other Provinces of the Dominion.

3. For any cut or fill up to five feet, the grade shall not be steeper than 10%; and for each foot, or fraction exceeding one-half foot, of cut or fill in excess of five feet, the percentage of grade shall (except where, and to the extent that, the slope of the ground makes it impossible) be decreased by  $\frac{1}{2}$  of 1% until a depth or height of eleven feet is reached.

4. When a cut or fill at any farm crossing exceeds eleven feet, the matter shall be referred to the Board to decide as to the advisability of requiring the Railway Company to construct a bridge or undercrossing, unless the Company, in consultation with the owner of the farm affected, voluntarily constructs a suitable bridge or undercrossing. The width of bridges and undercrossings to be the same as the width of the gates in the different Provinces, and the height of undercrossings to be determined by the requirements in each case.



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5. In special cases, it may, upon application, be ordered that any existing farm crossing be reconstructed to conform to the foregoing standards.

No. 10.—Crossings with Wires or other Electrical Conductors.—Section 246.

NOTICE TO APPLICANTS: Send to the Secretary of the Board with the application, three copies of a drawing containing plan and profile views of the crossing. Also send proof that the Railway Company has been served with a copy of the application and drawing.

Make the Drawing Show:—

(a) The location of the poles or towers, or the location of the underground conduit in relation to the track; the dimensions of poles or towers; and the material or materials of which they are made.

(b) The proposed number of wires or cables, the distances between them and the track, and the method of attaching the conductors to the insulators.

(c) The location of all other wires to be crossed, and their supports.

(d) The maximum potential, in volts, between wires, the potential between the wires and the ground, and the maximum current, in amperes, to be transmitted.

(e) The kinds and sizes of wires or conductors to be used at the crossing.

(f) On circuits of 10,000 volts, or over, the method of protecting the conductors from arcs at the insulators.

(g) The number of insulators supporting the conductors at the crossing. (See also "J" in Specifications.)

N.B.—Place a distinguishing name, number, date, and signature upon the drawing. Mark the exact location of the proposed crossing upon the drawing, so that this crossing can readily be identified.



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## " A "

## STANDARD CONDITIONS AND SPECIFICATIONS FOR WIRE CROSSINGS.

*(Adopted and confirmed by Order of the Board No. 8392, dated October 7, 1909.)*

## PART 1:—OVER-CROSSINGS.

## Conditions:—

1. The applicant shall, at its or his own expense, erect and place the lines, wires, cables, or conductors authorized to be constructed across the said railway, and shall at all times, at its own expense, maintain the same in good order and condition and at the height shown on the drawing, and in accordance with the specifications hereinafter set forth, so that at no time shall any damage be caused to the company owning, operating, or using the said railway, or to any person lawfully upon or using the same, and shall use all necessary and proper means to prevent any such lines, wires, cables, or conductors from sagging below the said height.

2. The applicant shall at all times wholly indemnify the company owning, operating, or using the said railway, of, from, and against all loss, cost, damage, and expense to which the said railway company may be put by reason of any damage or injury to person or property caused by any of the said wires or cables or any works or appliances herein provided for not being erected in all respects in compliance with the terms and provisions of this order, as well as any damage or injury resulting from the imprudence, neglect, or want of skill of the employees or agents of the applicant.

3. No work shall at any time be done under the authority of this order in such a manner as to obstruct, delay, or in any way interfere with the operation or safety of the trains or traffic of the said railway.

4. Where, in effecting any such crossing, it is necessary to erect poles between the tracks of the railway, the applicant, before any work in connection with such crossing is begun, shall give the railway company owning, operating, or using the said railway, at least seventy-two hours' prior notice thereof in writing, and the said railway company shall be entitled to appoint an inspector, under whose supervision such work shall be done, and whose wages, at a rate not to exceed three dollars per day, shall be paid by the applicant. When the applicant is a municipality and the crossing is on a highway under its jurisdiction, the wages of the inspector shall be paid by the railway company.

4a. It shall not, however, be necessary for the applicant to give prior notice in writing to the railway company as above provided in regard to necessary work to be done in connection with the repair or maintenance of the crossing, when such work becomes necessary through an unforeseen emergency.

5. Where wires or cables to be erected across the railway are to be carried above, below, or parallel with existing wires, at the crossing, either within the span to be constructed across the railway or within the span next thereto on either side, such additional precautions shall be taken by the applicant as an engineer of the Board shall consider necessary.

6. Nothing in these conditions shall prejudice or detract from the right of the company owning, operating, or using the railway to adopt at any time the use of electric or other motive power, and to place and maintain over, upon, or under its right of way, such poles, lines, wires, cables, pipes, conduits, and other fixtures and appliances as may be necessary or proper for such purpose. Liability for the cost of



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any removal, change in location or construction of the poles, lines, wires, cables, or other fixtures or appliances erected by the applicant over or under the tracks of the said railway company rendered necessary by any of the matters referred to in this paragraph shall be fixed by the Board on the application of any party interested.

7. Any disputes arising between the applicant and the said railway company as to the manner in which the said wires or cables are being erected, placed, maintained, used, or repaired, shall be referred to an engineer of the Board, whose decision shall be final.

8. The wires or cables of the applicant shall be erected, placed and maintained across the said railway in accordance with the drawing approved by the Board and the specifications following. If the drawing and specifications differ, the latter shall govern unless a specific statement to the contrary appears in the Order of the Board.

9. In every case in which the line of a railway company shall be constructed under the wires or cables of a telegraph or telephone company, the construction of the telegraph or telephone company shall be made to conform to the foregoing specifications, and any changes necessary to make it so conform shall be made by the telegraph or telephone company at the cost and expense of the railway company.

#### *Over-crossings.*

Specifications:—

A. Labelling of Poles.—Poles, towers, or other wire-supporting structures on each side of and adjacent to railway crossings, to be equipped with durable labels showing (a) the name of the company or individual owning or maintaining them, and (b) the maximum voltage between conductors; the characters upon the labels to be easily distinguished from the ground.

B. Separate Lines.—Two or more separate lines for the transmission of electrical energy shall not be erected or maintained in the same vertical plane. The word “lines” as here used, to mean the combination of conductors and the latter’s supporting poles or towers, and fittings.

C. Location of Poles, &c.—Poles, towers, or other wire-supporting structures to be located wherever possible a distance from the rail not less than equal to the length of the poles or structures used. Poles, towers, or other wire-supporting structures must under no consideration be placed less than 12 feet from the rail of a main line, or less than 6 feet from the rail of a siding. At loading sidings, sufficient space to be left for driveway.

D. Setting and Strength of Poles.—Poles less than 50 feet in length to be set not less than 6 feet and poles over 50 feet not less than 7 feet in solid ground. Poles with side strains to be reinforced with braces and guy wires. Poles to be at least 7 inches in diameter at the top. Mountain cedar poles to be at least 8 inches at the top. In soft ground poles must be set so as to obtain the same amount of rigidity as would be obtained by the above specifications for setting poles in solid ground. When the crossing is located in a section of the country where grass or other fires might burn them, wooden poles to be covered with a layer of some satisfactory fire-resisting material, such as concrete at least two inches thick, extending from the butt of the pole for a distance of at least 5 feet above the level of the ground. Wooden structures to have a safety factor of five.

E. Setting and Strength of other Structures.—Towers, or other structures to be firmly set upon stone, metal, concrete, or pile footings or foundations. Metal and concrete structures to have a safety factor of 4.

F. Length of Span.—Span must be as short as possible consistent with the rules of setting and locating of poles and towers.

G. Fittings of Wooden Poles for Telegraph, Telephone, or Low Tension Lines.—The poles at each side of the railway must be fitted with double cross-arms, dimen-



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sions not less than 3 inches by 4 inches, each equipped with  $1\frac{1}{4}$  inch hardwood pins nailed in arms or some stronger support and with suitable insulators; cross-arms to be securely fastened to the pole in a gale by not less than a  $\frac{5}{8}$ -inch machine-bolt through the pole; arms carrying more than two wires or carrying a cable must be braced by two stiff iron or substantial wood braces fastened to the arms by  $\frac{3}{8}$ -inch or larger carriage bolts, and to the pole by a  $\frac{3}{8}$ -inch or larger bolt.

H. Fittings of all Poles, Towers, or other Structures.—All wire-supporting structures to be equipped with fittings satisfactory to an engineer of the Board.

I. Guards.—Where cross-arms are used, an iron hook guard to be placed on the ends of and securely bolted to each. The hooks shall be so placed as to engage the wire in the event of the latter's detachment from the insulators.

J. Insulators.—All wires or conductors for the transmission of electrical energy across a railway to be supported by and attached securely to suitable insulators.

Wires or conductors in 10,000-volt (or higher) circuits, to be supported by insulators capable of withstanding tests of two and one-half times the maximum voltage to be employed under operating conditions. An affidavit describing the tests to which the insulators have been subjected and the apparatus employed in the tests shall be supplied by the applicant. The tests upon which reports are required are as follows:—

*Ja.* Puncture Test.—The insulators having been immersed in water for a period of seven days, immediately preceding and ending at the time of the test, to be subjected for a period of five minutes to a potential of two and a half (2.5) times the maximum potential of the line upon which they are to be installed.

*Jb.* Flash-over Test.—State the potential that was employed to cause air-circling or flashing across the surface of the insulator between the conductor and the insulator's point of support when the surface was (1) dry, and (2) wet.

K.—Height of Wires. (a) Low Tension Conductors.—The lowest conductor must not be less than 25 feet from top of rail for spans up to 145 feet;  $2\frac{1}{2}$  feet additional clearance of rails or other wires must be given for every 20 feet or fraction thereof additional length of span. The words "Low Tension," as here used, to mean conductors for telegraph, telephone and kindred signal work, as well as conductors connected with grounded secondary circuits of transformers.

*Kb.* All primary conductors, ungrounded secondaries and railway feeders to be maintained at least 30 feet above the top of rail, except where special provisions are made for trolley wires.

*Kc.* High tension conductors, those between which a potential of 10,000 volts or over is employed, to be maintained at least 35 feet above the top of rail.

L. Clearances.—Safe clearances between all conductors to be maintained at all times. The following distances to be provided wherever possible; at least 3 feet clearance between low tension wires; at least 5 feet between low tension wires, primaries, ungrounded secondaries, and railway feeders employing less than 10,000 volts; at least 10 feet between high tension wires and all other lines.

M. Guy Wires.—Guy wires at railway crossings to be at least as strong as 7-strand No. 16 Stub's or New British Standard gauge galvanized steel wire, and to be clearly indicated as guy wire on the drawing accompanying the application. One or more strain insulators to be placed in all guy wires, the lowest strain insulators to be not less than 8 feet above the ground.

N. Wires and other Conductors: *Na.* Where open telephone, telegraph, signal or kindred low tension wires are strung across a railway this stretch to consist of copper wire or copper-clad steel wire not less than No. 13 New British Standard gauge, No. .092 inch in diameter. Wire to be tied to insulators by a soft copper tie-wire, not less than 20 inches in length and of the same diameter as line wire.

*Nb.* Where No. 9 B. W. G. or larger, galvanized iron wire is employed in a circuit, and where there is no danger of deterioration from smoke or other gases, the use of this wire may be continued at the crossing.



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*Nc.* Where a number of rubber covered wires are strung across a railway, they may be made up into a cable by being twisted on each other or sewn with marline, which must be tied every three inches, and the whole securely fastened to the poles by marline.

*Nd.* Wires or conductors for the transmission of electrical energy for purposes other than telegraph, telephone, or kindred low tension signal work, to be composed of at least seven strands of material having a combined tensile strength equivalent to or greater than No. 4 Brown and Sharpe gauge hard drawn copper wire. These conductors to be maintained above low tension wires at the crossing, to be free from joints or splices, and to extend at least one full span of line beyond the poles or towers at each side of the railway.

*Ne.* Wires or conductors subjected to potentials of 10,000 volts or over, to be reinforced by clamps, servings, wrappings or other protection at the insulators to the satisfaction of an engineer of the Board.

*Nf.* Conductors for other than low tension work to have a factor of safety of 2 when covered with ice or sleet to a depth of 1 inch and subjected to a wind pressure of 100 miles per hour.

*O. Positions of Wires.*—Wires or conductors of low potential to be erected and maintained below those of higher potential which may be attached to the same poles or towers.

*P. Trolley Wires.*—Trolley wires at railway crossings to be provided with a trolley guard so arranged as to keep the trolley wheel or other running, sliding or scrapping device in electrical contact with them. The trolley wire, trolley guard and their supports to be maintained at least 22 feet 6 inches above the top of the rails.

*Q. Cable.*—Cable to be carried on a suspension wire at least equivalent to seven strands of No. 13 Stub's or New British Standard gauge galvanized steel wire. When cross-arms are used, suspension wire to be attached to a  $\frac{3}{4}$ -inch iron or stronger hook, or when fastened to poles to a malleable iron or stronger messenger hanger bolted through the poles, the cable to be attached to the suspension wire by cable clips not more than 20 inches apart. Rubber insulated cables of less than  $\frac{3}{4}$ -inch in diameter may be carried on a suspension wire of not less than 7 strands of No. 16 Stub's or New British Standard gauge galvanized steel wire. The word "cable" as here used, to mean a number of insulated conductors covered or bound together.

### *Part 2.—Under Crossing.*

#### Conditions.

1. The line or lines, wire or wires, shall be carried across the railway in accordance with the approved drawing, and a pipe or pipes, conduit or conduits, shall, for the whole width of the right of way adjoining the highway, be laid at the depth called for by, and shall be constructed and maintained in accordance with, the specifications hereinafter set forth.

2. All work in connection with the laying and maintaining of each pipe or conduit, and the continued supervision of the same, shall be performed by, and all costs and expenses thereby incurred be borne and paid by the applicant; but no work shall at any time be done in such manner as to obstruct, delay, or in any way interfere with the operation or safety of the trains, traffic, or other work on the said railway.

3. The applicant shall at all times maintain each pipe or conduit in good order and condition, so that at no time shall any damage be caused to the property of the railway company, or any of its tracks be obstructed, or the usefulness or safety of the same for railway purposes be impaired, or the full use and enjoyment thereof by the said railway company be in any way interfered with.



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4. Before any work of laying, removing, or repairing any pipe or conduit is begun, the applicant shall give to the railway company at least seventy-two hours prior notice thereof, in writing, accompanied by a plan and profile of the part of the railway to be affected, showing the proposed location of such pipe or conduit and works contemplated in connection therewith, and the said railway company shall be entitled to appoint an inspector to see that the applicant, in performing said work, complies, in all respects, with the terms and conditions of this order, and whose wages, at a rate not exceeding \$3.00 per day, shall be paid by the applicant. When the applicant is a municipality and the crossing is on a highway under its jurisdiction the wages of the inspector shall be paid by the railway company.

4a. It shall not, however, be necessary for the applicant to give prior notice in writing to the railway company, as above provided, in regard to necessary work to be done in connection with the repair or maintenance of the crossing when such work becomes necessary through an unforeseen emergency.

5. The applicant shall, at all times, wholly indemnify the company owning, operating, or using the said railway of, from, and against all loss, costs, damage, and expense to which the said railway company may be put by reason of any damage or injury to person or property caused by any pipe or conduit, or any works or appliances herein, or in the order authorizing the work provided for, not being laid and constructed in all respects in compliance with the terms and provisions of these conditions, or if, when so constructed and laid, not being at all times maintained and kept in good order and condition and in accordance with the terms and provisions of said order, or any order or orders of the Board in relation thereto, as well as any damage or injury resulting from the imprudence, neglect, or want of skill of any of the employees or agents of the applicant.

6. Nothing in these conditions shall prejudice or detract from the right of any company owning, or operating or using the said railway to adopt, at any time, the use of electric or other motive power, and to place and maintain upon, over, and under the said right of way such poles, wires, pipes and other fixtures and appliances as may be necessary or proper for such purposes. Liability of the cost of any removal, change in location or construction of the pipes, conduits, wires, or cables constructed or laid by the applicant rendered necessary by any of the matters referred to in this paragraph, shall be fixed by the board on the application of the party interested.

7. Any dispute arising between the applicant and the company owning, using, or operating said railway as to the manner in which any pipe or conduit, or any works or appliances herein provided for, are being laid, maintained, renewed, or repaired, shall be referred to the Engineer of the Board, whose decision shall be final and binding on all parties.

*Under-crossings.*

## Specifications:—

A.A. Conduit.—Vitrified clay, creosoted wood, metal pipe or fibre conduit may be used.

B.B. Depth.—The excavation to be of sufficient depth to allow the top of the duct to be at least 3 feet below the bottom of the ties of the railway track.

C.C. Laying.—The conduit or duct to be laid on a base of 3 inches of concrete, mixed in proportion, 1 of cement, 3 of sand and 5 of broken stone or gravel. Where stone is used, such stone to be of a size that will permit of its passing through a 1-inch ring. After ducts are laid, the whole to be encased to a thickness of 3 inches on top and sides in concrete mixed in the same proportions as above.

Where the track is on an embankment a pipe may be driven through the latter.

D.D. Filling in.—The excavation must be filled in sloyly and well tamped on top and side.



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E.E. Guard.—The excavation must at all times be safely protected by the applicant.

In the case of power crossings, application to operate must be made to the Board upon completion of the work.

No. 11.—Crossings with Pipes for Drains, Water Supply, Gas, &c.—Section 250.

Send to the Secretary of the Board, with the application, a plan and profile in triplicate: The plan must show the track or tracks proposed to be crossed. The profile must show the distance between the pipe and the base of rail, the size of the pipe, and the material of which it is to be constructed. A copy of the plan and profile must be sent to the Railway Company with notice of application.

#### *Sewer Pipes.*

1. Sewers under railway tracks shall be constructed of hard brick laid in cement mortar, or standard glazed tile pipe, or such other material as may from time to time be prescribed by the Board. If standard glazed pipe is used, the joints must be properly fastened with cement mortar, and the pipe under every track and for a distance of 4 feet on the outer sides thereof be imbedded in concrete, *four inches thick*, beneath and all around the said pipe.

The top of the sewer (brick or pipe) shall, wherever possible, be below the frost line and not less than 4 feet below base of rail. Where this cannot be done without causing a sag in the sewer, precautions must be taken to strengthen and protect the sewer.

#### *Water Pipes.*

2. Every water pipe underneath a railway track shall be of the Canadian Society of Civil Engineers' Standard, properly fastened at the joints; and the top of the pipe shall be below the frost line and not less than 4 feet below base of rail.

#### *Pipes for Manufactured Gas.*

3. Every pipe for conveying manufactured gas under a railway track shall be the standard gas pipe, properly fastened at the joints; and the top of the pipe shall be below the frost line and not less than 4 feet below base of rail.

#### *Pipes for Oil and Natural Gas.*

4. Every pipe for conveying oil or natural gas under a railway track shall be of steel or cast iron, or such other material as may from time to time be prescribed by the Board, tested to a pressure of 1,000 lbs. to the square inch if the gas pipe or main be a high-pressure line, and 300 lbs. to the square inch if the said gas pipe or main be a low-pressure line; and the said oil or natural-gas pipe shall be encased within another pipe of sufficient size and strength to protect it properly; the top of the encasing pipe to be below the frost line and not less than 4 feet below base of rail.

5. All work in connection with the laying, maintaining, renewing and repairing of the said pipe and the continued supervision of the same shall be performed by, and all costs and expenses thereby incurred be borne and paid by, the applicant; but no work at any time shall be done in such a manner as to obstruct, delay, or in any way interfere with the operation of any of the trains or traffic of the Railway Company or other company using the said railway.

6. The applicant shall at all times maintain the said pipe in good working order and condition, and so that at no time shall any damage be caused to the property of the Railway Company, or any of its tracks be obstructed, or the usefulness or safety of the same for railway purposes be impaired, or the full use and enjoyment as heretofore by the Railway Company or other company using the said railway, be in any way interfered with.



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7. Before any work of laying, renewing or repairing the said pipe is begun, the applicant shall give to the local Superintendent of the Railway Company at least forty-eight hours' prior notice thereof in writing, so as to enable the Railway Company to appoint an Inspector to see that the work is performed in such a manner as shall, in all respects, comply with these regulations. The wages of such Inspector, which shall not exceed \$3.00 per day, to be paid by the applicant, except in the case of a Municipal Corporation desiring to lay a pipe under the railway on a highway which is senior to the railway. In such case, the Railway Company shall pay its own Inspector.

8. The applicant shall assume and be responsible for all risk of accident, loss, injury, or damage of every nature whatsoever which may happen or be in any way caused by reason of the negligence of the applicant, its servants or agents, in connection with the laying, maintenance, renewal, or repair of the said pipe or the use thereof, or by any failure on the part of the Applicant, or its servants or agents, to observe at all times and perform fully and in all respects the terms and conditions of these regulations.

9. If any dispute arise between the applicant and the Railway Company as to the terms and conditions of these regulations, or as to the manner in which the said pipe is being laid, maintained, renewed, or repaired, the same shall be referred to an Engineer of the Board, whose decision shall be final and binding on all the parties.

No. 12.—Crossings and Works upon Navigable Waters, Beaches, &c.—Section 233.

Upon site and general plans being submitted to Department of Public Works and being approved by the Governor in Council, send to the Secretary of the Board: Certified Copy of Order in Council with the plans and description approved thereby and so certified—one application and two sets of detail plans, profiles, drawings and specifications.

The plans must show details of construction of piers and their foundations, also details of superstructure, if standard plan of the same has not already been approved.

The profile must show the cross-section of the river or stream at the place of crossing and high and low water marks.

The name of the river or stream, and the mileage of the bridge should be given.

Upon completion of work application must be made to the Board for leave to operate.

No. 13.—Bridges, Tunnels, Viaducts, Trestles, etc., over 18 ft. span.—Section 257.

(a) Must be built in accordance with standard specifications and plans, approved of by the Board.

(b) Or detail plans, profiles, drawings, and specifications, which may be blue, white or photographic prints, must be sent to the Secretary of the Board for approval, &c., as in No. 12.

Upon completion of the work application must be made to the Board for leave to operate.

No. 14.—Station Grounds and Station Buildings.—Section 258.

Send to the Secretary of the Board:—

Three sets of plans showing the location, and details of structures, and yard tracks.

The Company shall give the Municipality in which the proposed station lies notice of the application and copy of the plan, and furnish the Board with proof of service.

1st set for filing with the Board.

2nd set to be certified and returned to Company with certified copy of order of approval.



3rd set to be certified and sent to Municipality.

NOTE.—If approved plans, showing location, &c., of a station, are on file with the Board, and such station were burned, a letter from the Company that it intended to erect another station of the same plan and location, would call from the Board an approval and waiver of filing new plans, unless the local conditions had so changed since the original station was erected, that public convenience called for enlarged facilities or change of location.

#### *General Notes.*

Plans (for Nos. 2 to 6) must show the right of way, with lengths of sections in miles, the names of the terminal points, the station grounds, the property lines, owner's names, the areas and length and width of land proposed to be taken, in figures (every change of width being given) the curves and the bearings, also all open drains, watercourses, highways, and railways, proposed to be crossed or affected.

Should the Company at any place require right of way more than 100 feet in breadth for the accommodation of slopes and side ditches, it will be necessary to place on the plan cross-sections of the right of way, taken 100 feet apart and extending to the limits of the right of way proposed to be taken.

Profiles shall show the grades, curves, highway and railway crossings, open drains and watercourses, and may be endorsed on the plan itself.

Books of reference shall describe the portion of land proposed to be taken in each lot to be traversed, giving numbers of the lots, and the area, length and width of the portion thereof proposed to be taken and names of owners and occupiers so far as they can be ascertained.

All plans, profiles and books of reference must be dated and must be certified and signed by the President or Vice-president or General Manager, and also by the Engineer of the Company.

The plan and profile to be retained by the Board must be on tracing linen, the copies to be returned may be either white, blue, or photographic prints.

All profiles shall be based, where possible, upon sea level datum.

All books of reference must be made on good thick paper and in the form of a book with a suitable paper cover. The size of such books when closed shall be as near as possible to 7½ inches by 7 inches, or book of reference may be endorsed on the plan.







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be on inside of curve, and on double track railways the derail points should be in outside rail on both tracks. On the latter back-up derails will be required.

2. Home signals shall be placed fifty-five (55') feet in advance of derail point and the distance between home and distant signals shall not be less than twelve hundred (1,200') feet, unless otherwise ordered. Signal post shall be placed over or on the engineman's side of the track, unless otherwise ordered.

3. Guard rails shall be laid on outside of rail in which the derail is placed, or on the inside of the opposite rail, and, commencing at least nine (9') feet from point of derail, shall extend thence toward the crossing, parallel with and nine (9'') inches distant in the clear from the track rail, for four hundred (400') feet, fully spiked. In no instance, however, should the guard rail, approach within one hundred (100') feet of the diamond, junction point or end of drawbridge. In the case of inside guard rails the extreme ends of the same shall be bent down level with the top of tie.

4. The normal position of all signals must indicate danger, derail points open unless otherwise ordered, and the interlocking so arranged that it will be impossible for the signalman to give conflicting signals.

5. Signals shall be of the semaphore type, the indications given in upper or lower quadrant by not more than three positions, and in addition at night by lights of prescribed colours.

6. The apparatus shall be so constructed that the failure of any part directly controlling a signal will cause it to give its least favourable indication.

7. Semaphore arms that govern shall be displayed to the right of the signal post, as seen from an approaching train.

8. Where switch and lock movements are used on facing point switches or derails on high speed routes they must be placed outside the rails and bolt locked with the signals governing them; when this is not practicable, facing point locks must be used.

9. The established order of interlocking shall be such that a clear signal cannot be displayed until derails or diverging switches, if any, in conflicting routes, are in their normal position, and the switches for the required route are set and locked.

10. High speed routes shall be indicated by high signals not more than three blades to be displayed on one signal post. Dwarf signals shall be used for low speed routes and for double track back-up derails.

11. The blades and back lights of all signals should be visible to the signalman in the tower. If from any cause, the blade or light of any signal cannot be placed so as to be seen by the signalman a repeater or indicator should be provided.

12. As soon as an interlocking plant is completed, the Company may place the same in operation, but, until the plant is approved by Order of the Board, all trains must stop before making the crossing, as required by the Railway Act.

13. Application for inspection of interlocking plant must be made to the Board, accompanied by a plain diagram, showing location of the crossing, junction or drawbridge, and the position of all main tracks, sidings, switches, turnouts, &c., within the limits of the interlocker. On the diagram the several tracks must be indicated by letters or figures, and reference made to each, explaining the manner of its use, also together with the numbers of signals, derails, locks, &c., corresponding to levers in the tower.

#### *Details.*

14. The machine shall be of the latch locking type unless otherwise ordered, and levers shall be numbered from left to right.

15. One lever shall operate not more than one signal, and nothing in conjunction with it.



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*Pipe Line.*

16. One inch pipe of soft steel or wrought iron shall be used for connections to switches, derails, movable wing and point frogs, detector bars, locks, bridge couplers and home signals.

(a) Pipe lines shall be straight where possible, and shall not be placed less than four feet (4') from gauge line, except where the lines run between tracks. On draw spans and approaches, they shall be kept as far from the gauge line as conditions will permit.

(b) Pipe lines shall be supported on pipe carriers, spaced not more than seven (7') feet apart.

(c) Couplings in pipe lines shall be located not less than twelve (12") inches from pipe carriers with lever on centre.

(d) Pipe connections shall be made with threaded sleeves, and the joints plugged and riveted; or keyed, or by other approved method.

*Wire Line.*

17. Distant and dwarf signals shall be operated by wires, the back wire to have two (2") inches more stroke than the front wire.

(a) Wire lines shall be carried in wire carriers placed not more than forty (40') feet apart. Where wire lines run next to the pipe lines, the wire carriers shall be attached to the pipe carrier foundations if convenient. Where wire carriers are attached to independent foundations, they shall be placed not less than six (6') feet from gauge of nearest rail, where practicable.

By order of the Board,

A. D. CARTWRIGHT,  
*Secretary.*



## APPENDIX I.

## LIST OF BOOKS IN LIBRARY.

- Abbott—Railway Law of Canada, 2 vols.  
 Abbott on Telephony, 6 vols.  
 Abbott—Electrical Transmission of Energy.  
 Ackworth—Elements of Railway Economics.  
 Actes du Canada et des Provinces non abrogés par les Statuts Revisés, 1887.  
 Acts of the Provinces and of Canada Not Repealed by the Revised Statutes, 1887.  
 Act to regulate Commerce, 1906.  
 Adams—The Block System.  
 Adams—Railroad Accidents.  
 Alberta Statutes, 1906-1910.  
 Allen—Telegraph Cases.  
 American Electrical Cases, 9 vols.  
 American and English Annotated Cases, 17 vols.; Digest, vols. 1-10.  
 American and English Encyclopedia of Law, 32 vols.; Supplement, vols. 3 and 4.  
 American and English Railroad Cases, Old Series, 61 vols.; Digest, vols. 1-35, 36-43; New Series, 59 vols.; Digest, vols. 1-23, 24-43, 44-53.  
 American Railway Reports, 21 vols. (Vol. 1, Trueman; vols. 2, 3, 4 and 5, Mallory; 6, 7, 8 and 9, Shipman; 10 to 21, Ladd; Ladd includes 20 and 21, Clemens.)  
 Anderson's Dictionary of Law.  
 Anderson—Index Digest of Interstate Commerce Laws.  
 Armstrong's Digest N. S. Reports, 1 vol.  
 Ashe—Electric Railways.  
 Audette—Exchequer Court Practice.  
 Auditor General's Report, 1910.  
 Baldwin—American Railroad Law.  
 Barnes—Interstate Transportation.  
 Bartholomew—Air Brakes for Electric Cars.  
 Beach's Law of Railways, 2 vols.  
 Beach—Monopolies and Industrial Trusts.  
 Beach's Annual Railway Digest, 1889.  
 Beal on Bailments.  
 Beal—Cardinal Rules of Legal Interpretation.  
 Beal and Wyman—Railroad Rate Regulation.  
 Beauchamp—Jurisprudence of the Privy Council.  
 Beaudry-Lacantinerie—Droit Civil.  
 Beavan and Walford Railway Cases.  
 Bell and Dunn—Practice Forms.  
 Beullac—Code de Procedure Civile.  
 Bigg—General Railway Acts.  
 Biggar—Municipal Manual.  
 Bird's Digest B.C. Case Law.  
 Blakemore—The Abolition of Grade Crossings in Massachusetts.  
 Bligh's Ontario Law Index to 1900.  
 Bligh and Todd—Dominion Law Index.  
 Booth—Street Railways.  
 Bouvier's Law Dictionary.



## SESSIONAL PAPER No. 20c

- Boyle and Waghorn—The Law and Practice of Compensation.  
 Boyle and Waghorn—The Law relating to Railway and Canal Traffic.  
 Brassey, Lord—Fifty Years of Progress and the New Fiscal Policy.  
 Brice—Tramways and Light Railways.  
 Brice—Ultra Vires.  
 British Columbia Reports, 14 vols.  
 British Columbia Laws, Consolidated, 1877.  
 British Columbia Statutes, 1872-1910; Revised Statutes, 1897.  
 Broom's Legal Maxims.  
 Browne—Law of Carriers.  
 Browne—The Law of Compensation.  
 Brown, Macnamara and Neville—English Railway and Canal Traffic Cases.  
 12 vols.  
 Browne's Practice Before the Railway Commissioners.  
 Browne and Theobald—Law of Railways.  
 Butterworth—Practice of the Railway and Canal Commission.  
 Butterworth—Railways and Canals.  
 Byer—Economics of Railway Operation.  
 California Railroad Commission Annual Report, 1908.  
 Calvert's Regulation of Commerce.  
 Canada Law Journal, vols. 41-46.  
 Canada and Newfoundland Gazetteer, 1909.  
 Canada—Statutes, 1867-1910; Revised Statutes, 1886 and 1906.  
 Canada Year Book, 1908-1909.  
 Canadian Annual Digest, 1896-1910.  
 Canadian Annual Review, 1906-1909.  
 Canadian Law Review, vols. 3-6.  
 Canadian Law Times, vols. 28-30.  
 Canadian Railway Cases, 10 vols.  
 Car Builders' Dictionary, 1906.  
 Carmichael's Law of the Telegraph, Telephone and Submarine Cable.  
 Cartwright on British North American Cases, 5 vols.  
 Cartwright's Canadian Law List, 1906-1910.  
 Century Dictionary and Cyclopedia, 10 vols.  
 Chambers—Parliamentary Guide, 1909.  
 Chitty's Archbold's Q.B. Practice, 2 vols.  
 Chitty's K.B. Forms, 1902.  
 Clarke and others—The American Railway.  
 Clarke—State Railroad Commissions.  
 Clarke—Street Accident Law.  
 Clements—Canadian Constitution.  
 Clifton, E. C. and A. Grunau—A new Dictionary of the French and English Languages.  
 Clifton and Grunau—Technological Dictionary. English, German and French.  
 Clode—Rating of Railways.  
 Colson—Abrégé de la législation des Chemins de Fer et Tramways.  
 Congdon's Digest N.S. Reports.  
 Connecticut—Reports of Railroads, 1910.  
 Connors—Report of the Working of American Railways.  
 Constantineau on the De Facto Doctrine.  
 Cooley—Taxation.  
 Copnall—A practical Guide to the Administration of Highway Law.  
 Correspondence between Board of Agriculture and Fisheries and Railway Companies of Great Britain.



- Coutlee's Digest Supreme Court Reports.  
 Cowles—A General Freight and Passenger Post.  
 Croswell—The Law Relating to Electricity.  
 Carrier—Railway Legislation of the Dominion of Canada, 1867-1905.  
 Cyclopedia of Law and Procedure, 36 vols; Annotations, 1907-1911.  
 Daggett—Railroad Reorganization.  
 Dale and Legmann's English Overruled Cases.  
 Daniell—Chancery Forms.  
 Darlington—Railway and Canal Traffic Acts.  
 Darlington—Railway Rates.  
 Daviel—Des Cours d'Eau.  
 Denton—Municipal Negligence (Highways).  
 Dewsnup—Railway Organization and Working.  
 Digest Canadian Case Law, 1901-1910.  
 Digest Ontario Case Law, 4 vols; Supplement, 1 vol.  
 Digest United States Supreme Court Reports, vols. 1-186, 1-206.  
 Directory of Railway Officials, 1904.  
 Dictionary of Altitudes in Canada, 1903.  
 Dictionnaire de la Langue Francaise, avec un Supplément l'Histoire et de Géographie; Littré et Beaujeu.  
 Dictionnaire Nouveau—Anglais-Francais et Francais-Anglais.  
 Digest American Reports.  
 Digest American and English Railroad Cases.  
 Disney—Carriage by Railway.  
 Dodd—Law of Light Railways.  
 Dorsey—English and American Railroads Compared. é  
 Douglas—The Influence of the Railroads of the United States and Canada on the Mineral Industry, 1909-1910.  
 Drinker—Interstate Commerce Act.  
 Duff on Merchants Bank and Railroad Bookkeeping.  
 Eaton—Railroad Operations; How to Know Them.  
 Edwards—Railway Nationalization.  
 Eddy on Combinations.  
 Electric Train Staff Catalogue, Union Switch and Signal Company; Swissvale, Pa.  
 Elliott on Railroads.  
 Elliott on Roads and Streets.  
 Encyclopedia Britannica.  
 Encyclopedia of the Laws of England.  
 Endlich on Statutes.  
 English Law Reports, complete set to 1910.  
 English Reports( reprints), 112 vols.  
 English Ruling Cases.  
 Ewart's Digest Manitoba Law Reports.  
 Exchequer Court Reports.  
 Farnham's Waters and Water Rights.  
 Fotter—Carriers of Passengers.  
 Finch—Federal Anti-Trust Divisions.  
 Florida—13th Annual Report of the Railroad Commission.  
 Forney—Catechism of the Locomotive.  
 French—Report of General Sir John French, 1910.  
 Fry—Specific Performance.  
 Fuzier-Herman—Code Civil.  
 Fuzier-Herman—Repertoire du Droit Francais.  
 Gazetteer of the Dominion of Canada.



## SESSIONAL PAPER No. 20c

- Georgia Railroad Commission Annual Report, 1905-1909.  
Gilbert—American Electrical Cases, 1902-1904, vol. 8.  
Gillette—Hand Book of Cost Data.  
Glen on Highways.  
Gould on Waters.  
Goodeve—Railway Passengers.  
Gray—Communication by Telegraph.  
Greene—Highways.  
Grierson—Railway Rates, English and Foreign.  
Hadley—Railway Transportation.  
Hadley—Railway Working and Appliances.  
Haines—American Railway Management.  
Haines—Railway Corporations as Public Servants.  
Haines—Restrictive Railway Legislation.  
Hamilton—Railway and Other Accidents.  
Hamilton—Railroad Laws of New York, 1906-1907.  
Hamlin—Interstate Commerce Acts, Indexed and Digested.  
Harcastle's Statute Law.  
Hatfield—Lectures on Commerce.  
Hay, Jr.—The Law of Railway Accidents in Massachusetts.  
Henderson—Ditches and Water Courses.  
Hendrick—Railway Control by Commissions.  
High on Injunctions.  
Hodges on Railways, by J. M. Lely.  
Hodgins—Dominion and Provincial Legislation.  
Holmested and Langton—Ontario Judicature Act.  
Holmested and Langton—Forms and Precedents.  
Holt—Canadian Railway Law.  
Hopkins—The Law of Personal Injuries.  
Hudson—Compensation.  
Hutchinson's Carriers.  
Hutchinson on Carriers, 2nd Ed., Mechem, 1891.  
Illinois Railroad and Warehouse Commission, Annual Report, 1905-1909.  
Illinois Railroad and Warehouse Commission, Special Report, 1902-1906.  
Imperial Statutes, 1876.  
Index of Cases Reported in Law Reports, 1905-1910.  
Index to Law Times Reports, vols. 91-100.  
Index to Quebec Official Reports.  
Interstate Commerce Commission First Annual Report of the Statistics of Express Companies in the United States, 1909.  
Interstate Commerce Reports, 19 vols.  
Interstate Commerce Commission Reports, 5 vols.  
Jevons—The State in Relation to Labour.  
Johnson—American Railway Transportation.  
Johnson and Huebner—Railroad Traffic and Rates  
Johnson—Ocean and Inland Water Transportation.  
Jones—Telegraph and Telephone Companies (1906).  
Joyce—Electric Law.  
Judson—Interstate Commerce.  
Kant's Index to Cases Judicially Noticed in the Law Reports.  
Keasbey—Electric Ways.  
Kerr—Injunctions.  
Kirkman—The Science of Railways.  
Lafleur—Conflict of Laws.  
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- Lake—Report of Major-General Sir P. H. N. Lake.  
Langelier—Cours de Droit Civil.  
Langelier—De la Preuve.  
Langstroth and Stilz—Railway Co-operation.  
Larombiere.  
Laurent—Droit Civil.  
Law Times Reports, 102 vols.  
Legal Mews, 20 vols.  
Lefroy's Legislative Power in Canada.  
Leggett—Bills of Lading.  
Lewis—American Railroad and Corporation Reports.  
Lewis—Eminent Domain.  
Lewis' Sutherland—Statutory Construction.  
Littré et Beaujeu. Dictionnaire de la Langue Francaise, avec un Supplement d'Histoire et de Geographie.  
Louisiana Railroad Commission Annual Report, 1905.  
Lovell's Compendium, 1907-1908.  
Lower Canada Jurists.  
Lower Canada Reports.  
MacMillan and Gutches—Forest Products of Canada, 1908.  
MacMurchy and Dennison—Canadian Railway Act (Annotated).  
MacMurchy and Dennison—Canadian Railway Cases.  
MacMurchy and Dennison—Railway Law of Canada.  
Macnamara—Law of Carriers.  
Maine, State of—Commissioner of Highways Fifth Annual Report, 1909.  
Manitoba Law Reports, 19 vols.  
Manitoba Statutes, 1871-1910—Revised Statutes, Manitoba, 1891.  
Mann—Massachusetts Railroad and Railway Laws, 1908.  
Massachusetts Board of Railroad Commissioners Report, 1871-1875.  
Massachusetts—Annual Report of the Railroad Commissioners, 1909-1910.  
Masters' Supreme Court Practice, 1908.  
Mathieu—Code Civil de la Province de Quebec.  
Maxwell on Statutes.  
Mayne on Damages.  
McDermot—Railways.  
McLean, S. J.—Georgian Bay Canal.  
McPherson and Clarke—Law of Mines.  
McPherson—Railroad Freight Rates in Relation to the Industry and Commerce of the United States.  
McPherson—The Working of the Railroads.  
Merritt—Federal Regulation of Railway Rates.  
Mews' Digest of English Case Law—Annual Supplements, 1898-1909.  
Meyer—British State Telegraphs.  
Meyer—Government Regulation of Railway Rates.  
Meyer—Municipal Ownership in Great Britain.  
Meyer—Public Ownership and the Telephone in Great Britain.  
Meyer—Railway Legislation in the United States.  
Michigan—Annual Report of the Commissioner of Railroads, 1904-1908.  
Michigan Railroad Laws, 1905-1907.  
Mignault.  
Minnesota—Annual Report of the Railroad and Warehouse Commission, 1891-1909.  
Mississippi—Report of the Railroad Commissioners, 1903-1909.  
Missouri—Report of the Railroad and Warehouse Commissioners, 1904-1905.  
Montreal Directory, 1909-1911.



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 Montreal Street Railway Company's Annual Report, 1909.  
 Moore on Carriers.  
 Morris—Railroad Administration.  
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 Nellis—Street Railroad Accident Law.  
 Nellis—Street Service Railroads  
 Nelson—The Anatomy of Railway Reports.  
 Nelson—Interstate Commerce Commission.  
 New Brunswick Equity Reports, 3 vols.  
 New Brunswick Reports, 38 vols.  
 New Brunswick Statutes, 1867-1910—Consolidated Statutes, 1877, 1903.  
 Newcombe—Railway Economics.  
 Newcombe—Work of the Interstate Commerce Commission.  
 New Jersey—Report of the Board of Railroad Commissioners, 1907, 1909.  
 New York Public Service Commission, Second District, Second Annual Report, 1908.  
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 Nichol—English Railway and Canal Cases.  
 Northwest Territories Ordinances, 1878-1905—Consolidated Ordinances, 1898; General Ordinances, 1905.  
 Nova Scotia Judicature Act, 1900.  
 Nova Scotia Reports, 43 vols.  
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 Noyes—American Railroad Rates.  
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 Official Postal Guide of Canada, 1904-1906.  
 Oklahoma. Report of the Corporation Commission, 1908.  
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 Ontario Railway and Municipal Board, 4th Annual Report, 1909.  
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- Vol. 21.
- Ontario Statutes, 1867-1910. Revised Statutes, 1877, 1887, and 1897.  
 Oregon. Report Railroad Commission, 1909.  
 Ottawa Directory, 1908-1910.  
 Oxley's Light Railways.  
 Paine. The Law of Bailments.  
 Paish. The British Railway Position.  
 Parsons. The Heart of the Railroad Problem.  
 Parsons. Railway Companies and Passengers.  
 Patterson. Railway Accident Law.  
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 Pierce. Digest of Decisions under Act to Regulate Commerce, 1887-1908.  
 Piggott's Imperial Statutes (to 1903).  
 Pollock. Bill of Lading Exceptions.  
 Poor's Manual of Railroads, 1905-1910.  
 Pratt. American Railways.  
 Pratt. German versus English Railways.  
 Pratt and Mackenzie. Highways.  
 Pratt. Railways and Their Rates.



- Prentice. Federal Powers over Carriers and Corporations.  
Prince Edward Island Reports.  
Prince Edward Island Statutes, 1867-1910.  
Quebec. Complement des Statuts de 1888.  
Quebec Official Reports, S.C. 34 Vols.; K.B. 18 Vols.  
Quebec Public Utilities Commission Report (July, 1910).  
Quebec Statutes, 1868-1910. Revised Statutes, 1888, Supplement, 1889.  
Quebec Statuts, 1866-1909.  
Quebec, Statuts Refondus de la Province de Quebec, 1888.  
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Railways in the United States, 1902.  
Railways & Canals Report, 1902-1909.  
Railway Signal Association, 1909 Proceedings.  
Ramsay & Morin Reports.  
Rapalje's Digest of American Decisions and Reports.  
Rapalje & Mack's Digest of Railway Law.  
Ray. Negligence of Imposed Duties, Passenger Carriers.  
Ray. Negligence of Imposed Duties, Freight Carriers.  
Redfield. The Law of Railways.  
Redman. Arbitration and Awards.  
Redman. Law of Railway Carriers.  
Reese on Ultra Vires.  
Revue de Jurisprudence, 16 vols.  
Revue Legale, Old Series, 22 Vols.; New Series, 16 Vols.  
Richards. Conservation of Men.  
Richardson and Hook. American Street Railway Decisions.  
Richards and Soper. Compensation.  
Ripley. The Railroads and the People.  
Ripley. Railway Problems.  
Robertson. Tramways (3rd Edition of Sutton's Tramway Acts of the United Kingdom). 1903.  
Robinson & Joseph's Law & Equity Digest.  
Roscoe's Nisi Prius.  
Ross. British Railways.  
Rover. Railroads.  
Russell. Arbitration.  
Russell & Bayley. Indian Railways Act, 1890.  
Russell's Equity.  
Saskatchewan Reports.  
Saskatchewan Statutes, 1906-1909.  
Schouler. Bailments and Carriers.  
Scott. Automatic Block Signals.  
Scott. Law of Telegraphs.  
Scrutton. Charter parties and Bills of Lading.  
Seton on Decrees.  
Sirey. Code Civil.  
Smith. The Organization of Ocean Commerce.  
Snyder. American Railways as Investments.  
Snyder. Annotated Interstate Commerce Act and Federal Anti-Trust Laws.  
Sourdat.  
South Carolina. 30th Annual Report of the Railroad Commission, 1908-1910.  
Statistics of Railways in the United States, 1888-1909.  
Statutes Relating to the City of Toronto, 1894.  
Stephens. Digest of Railway Cases.  
Stephens' Quebec Digest.



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- Stevens' Digest N.B. Reports.  
Stewart. Index to Dominion and Provincial Statutes (to 1902)  
" (to 1909)  
Stickney. The Railway Problem.  
Streets. Foundations of Legal Liability.  
Street Railway Reports.  
Stroud's Judicial Dictionary.  
Supreme Court of Canada Reports, 43 Vols.  
Sutherland on Damages.  
Talbot and Fort's English Citations, 1865-1890.  
Taschereau. The Criminal Code.  
Taschereau's. Thèse du Cas Fortuit.  
Taylor on Evidence.  
Temp. Wood. Manitoba Reports.  
Territories Law Reports.  
Texas. Report of the Railroad Commission, 1905-1908.  
La Themis.  
Theoret. Catalogue of Law Books Published in Canada, Great Britain, France and the United States.  
Theoret. Code de Procedure Civile, Montréal.  
Thompson. Law of Electricity.  
Thornton. Railroad Fences and Private Crossings.  
Tiedeman. Municipal Corporations in the United States.  
Toronto Directory, 1906-1911.  
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United States Army, Chief Engineer's Annual Report, 1894.  
United States Railway Statistics, 1888-1909.  
United States Supreme Court Reports, Law. Ed.  
Universal Directory of Railway Officials, 1904.  
Van Zile. Bailments and Carriers.  
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Vermont. 12th Biennial Report of Vermont Public Service Commission. 1910.  
Virginia. Report of the State Corporation Commission, 1905-1909.  
Waghorn. Traders and Railways.  
Webb's Economics of Railroad Construction.  
Websters' Collegiate Dictionary.  
Weir's Assessment Law of Canada.  
Weld. Private Freight Cars and American Railways.  
Wellington. The Economic Theory of Railway.  
Wellington. Economical Theory of Railway Location.  
Weyl. Passenger Traffic of Railways.  
Whitaker's Almanac, 1904.  
Wigmore on Evidence.  
Wilson. Mechanical Railway Signalling.  
Wilson. Power Railway Signalling.  
Wilson. Safety of British Railways.  
Wisconsin. Report of the Railroad Commission, 1906-1909.  
Woodfall. Railway and Canal Traffic.  
Wood. Railway Law.  
Words and Phrases Judicially Defined.  
Yorke. Report on a visit to America.  
Young's Admiralty. Nova Scotia Reports.  
Yukon Territory Ordinances, 1903-1909.  
Yukon Territory Consolidated Ordinances, 1902.



APPENDIX J.

STATEMENT showing applications made to the Board under the Various Sections of the Railway Act for the Year ending March 31st, 1911.

Rescinding of Orders.. . . . .	Section 29.. . . . .	20
By-laws, Rules and Regulations.. . . . .	Sections 30-307-313-269.. . . . .	8
Sunday Labour.. . . . .	Section 44.. . . . .	5
Extension of Time.. . . . .	Section 50.. . . . .	10
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Correction Plans.. . . . .	Section 162.. . . . .	5
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Expropriation of Lands.. . . . .	Sections 172-191.. . . . .	37
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Telephone Wire Xg.. . . . .	Section 246.. . . . .	288
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Sewers.. . . . .	Section 250.. . . . .	117
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Snow Fences.. . . . .	Sections 254-255.. . . . .	1
Construction, Navigable Waters.. . . . .	Sections 230-234.. . . . .	6
Bridges.. . . . .	Sections 256-257.. . . . .	201
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Stations.. . . . .	Section 258.. . . . .	100
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Condition of Round Houses.. . . . .		1
Opening of Railway.. . . . .	Section 261.. . . . .	40
Condition of Railway.. . . . .	Section 262.. . . . .	14
Rolling Stock.. . . . .	Sections 264-268.. . . . .	23
Train Service.. . . . .		11
Working of Trains.. . . . .	Section 269.. . . . .	3
Obstruction to Traffic.. . . . .	Section 279.. . . . .	2
Accommodation for Traffic.. . . . .	Section 284.. . . . .	10
Packing of Frogs.. . . . .	Section 285.. . . . .	1
Accidents Reports.. . . . .	Sections 292-293.. . . . .	50
Purchase of Railway.. . . . .	Section 299.. . . . .	6
By-laws re Tolls.. . . . .	Section 314.. . . . .	12
Equality in Tolls.. . . . .	Sections 315-320.. . . . .	3
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Interswitching.. . . . .	Sections 317 and 334.. . . . .	4
Freight Classification.. . . . .	Section 321.. . . . .	16
Forms of Tariffs.. . . . .	Sections 323-339.. . . . .	5
Disallowance of Tariffs.. . . . .	Section 323.. . . . .	3
Standard Freight Tariffs.. . . . .	Section 327.. . . . .	6
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Special Tariffs.. . . . .	Sections 328-332.. . . . .	3
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Provision for carriage.. . . . .	Sections 340-342.. . . . .	29
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Amalgamation Agreements.. . . . .	Sections 361-363.. . . . .	8
Inquiries.. . . . .		316
Requests.. . . . .		64
Complaints.. . . . .		573
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General Orders of the Board.. . . . .		...
Total.. . . . .		4,922



SESSIONAL PAPER No. 20c

## APPENDIX K.

List of Cases Appealed to the Supreme Court Since February 1, 1904, to March 31, 1911.

1. File 1114. Montreal Terminal Railway vs. Montreal Street Railway, Pius IX. Avenue crossing. Appeal from order of the Deputy Chief Commissioner and Commissioner Mills on question of jurisdiction. Appealed allowed.

2. File 1492. James Bay Railway vs. Grand Trunk Railway crossing Belt Line Spur. Appeal to the Supreme Court on question of law. Appeal dismissed.

3. File 383. Canada Atlantic Railway, Ottawa Electric Railway and City of Ottawa *re* Bank Street Subway. Appeal of the Ottawa Electric Railway on question of law. Appeal dismissed.

4. File 588. *Re* Toronto Union Station, A. R. Williams Expropriation. Appeal to the Supreme Court and then to the Privy Council, England, on question of jurisdiction. Appeal dismissed.

5. File 1604. Case 1309. Robinson vs. Grand Trunk Railway two-cent rate. Appeal to the Supreme Court and then to the Privy Council, on question of law. Appeal dismissed.

6. File 689. Canadian Pacific Railway vs. Grand Trunk Railway *re* branch line, London, Ont. Grand Trunk Railway Company appeal to Supreme Court on question of jurisdiction. Appeal dismissed.

7. Case 1680. Essex Terminal and W.E. & L.S.R.R. Co., crossing. Township of Sandwich. Appeal by the Essex Terminal Railway to the Supreme Court on question of law. Appeal dismissed.

8. File 1497. T. D. Robinson and Canadian Northern Railway Spur at Winnipeg. Appeal to the Supreme Court by the Canadian Northern Railway Company on question of jurisdiction. Appeal dismissed.

9. File 9527. Montreal Street Railway *re* rates Montreal Royal Ward. Appeal by the Montreal Street Railway to the Supreme Court of Canada on question of jurisdiction. Appeal allowed.

10. File 8644. Case 4719. *Re* Agriculture Department, Province of Ontario and Grand Trunk Railway Company, Station at Vineland. Appeal to the Supreme Court of Canada by the Railway Company on question of jurisdiction. Appeal dismissed.

11. Case 3322. *Re* Toronto Viaduct. Appeal to the Supreme Court by the Canadian Pacific Railway Company on question of law. Appeal dismissed.

12. Case 4813. *Re* Fencing and Cattle Guards. Order No. 7473. Appeal to the Supreme Court by the Canadian Northern Railway Company on question of jurisdiction. Appeal allowed in part.

13. File 9351. Case 4492. City of Toronto and Grand Trunk Railway and Canadian Pacific Railway Companies *re* commutation tickets. Stated case to the Supreme Court by City of Toronto on question of law.

14. File 5999. Case 2545. *Re* City of Ottawa and County of Carleton, Richmond Road Viaduct. Appeal by County of Carleton, on question of jurisdiction. Appeal dismissed.

15. File 13079. Grand Trunk Railway and Canadian Northern Ontario Railway Spur, township of Scarboro. Appeal to the Supreme Court by Grand Trunk Railway Company on question of jurisdiction. Appeal dismissed.

16. File 7529. Case 3269. Grand Trunk Railway and British American Oil Company. Oil rate. Appeal to the Supreme Court by Grand Trunk Railway Company on question of law. Stands for judgment.



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17. File 1519. Grand Trunk Pacific Railway and Fort William *re* location. Appeal by Grand Trunk Pacific to the Supreme Court of Canada, on question of jurisdiction. Stands for judgment.

18. File 11965. Niagara, St. Catharines and Toronto Railway and Davy. Appeal to the Supreme Court by the Niagara, St. Catharines and Toronto Railway Company on question of jurisdiction. Appeal allowed.

19. File 9527. Montreal Street Railway *re* rates Mount Royal Ward. Appeal by the Montreal Park & Island Railway Company, to the Supreme Court of Canada on the question of jurisdiction. Appeal allowed.

20. File 10912. Application of the Canadian Northern Railway Company, under section 237 of the Railway Act to cross certain streets in the City of Prince Albert, Sask., and Charles Macdonald. Not yet heard.

21. File 16580. Clover Bar Coal Co., Ltd., and Wm. Humberstone, the Grand Trunk Pacific Ry. Co., and the Clover Bar Sand and Gravel Co. Not yet heard.

22. File 12682. Regina Rate Case. Not yet heard.

List of Cases Appealed to the Governor in Council from February 1, 1904, to March 31, 1911.

1. File 399. Bay of Quinte Railway, crossing Canadian Pacific Railway at Tweed. Appeal to the Governor in Council by the Bay of Quinte Railway. Order of the Board set aside and former order of the Railway Committee confirmed.

2. File 1455. James Bay Railway vs. Grand Trunk Railway crossing near Beaverton. James Bay Railway Company appeal to the Governor in Council. Appeal dismissed.

3. File 1780. *Re* Chatham Street crossings. Grand Trunk Railway Company. Appeal by Grand Trunk Railway to the Governor in Council. Appeal dismissed.

4. File 12992. *Re* Maniwaki Branch of C.P.R. starting of trains from Ottawa.



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